

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,  
Applicant, and **MARGO EDJERICON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **FORT RESOLUTION, NT**.

BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MARGO EDJERICON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand two hundred two dollars and seventy two cents (\$3202.72).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 0007, Fort Resolution, NT shall be terminated on September 10, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of August,  
2004.

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Hal Logsdon  
Rental Officer

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Applicant, and **MARGO EDJERICON**, Respondent.

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BETWEEN:

**FORT RESOLUTION HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MARGO EDJERICON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 24, 2004

**Place of the Hearing:** Fort Resolution, NT

**Appearances at Hearing:** Joyce Beaulieu, representing the applicant  
Elizabeth-Ann McKay, representing the applicant

**Date of Decision:** August 24, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on August 4, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$5753.72.

A previous order (File #10-6789, filed on January 30, 2002) required the respondent to pay rent arrears and pay the monthly rent on time. Since the issuance of that order the respondent has made only one payment of rent in the amount of \$150. Additional rent arrears of \$3202.72 have accumulated since the previous order was issued.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5753.72. Taking into consideration the previous order which has not been satisfied or enforced by the applicant, an order shall issue requiring the respondent to pay the applicant rent arrears which have accrued since the previous order in the amount of \$3202.72. In my opinion, there are sufficient grounds to terminate the tenancy agreement. It is apparent that the respondent is not

willing to pay rent and that the only effective remedy available to the landlord is termination of the tenancy agreement. The order shall terminate the tenancy agreement between the parties on September 10, 2004 and the respondent shall vacate the premises on that date.

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Hal Logsdon  
Rental Officer