

IN THE MATTER between **902800 NWT LIMITED**, Applicant, and **MARY MCPHERSON**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

902800 NWT LIMITED

Applicant/Landlord

- and -

MARY MCPHERSON

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 one thousand eight hundred seventy five dollars (\$1875.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 1, 5123 - 50th Street, Yellowknife, NT shall be terminated on October 25, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **902800 NWT LIMITED**, Applicant, and **MARY MCPHERSON**, 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.

BETWEEN:

902800 NWT LIMITED

Applicant/Landlord

-and-

MARY MCPHERSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 12, 2004**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Seamus Henry, representing the applicant**

Date of Decision: **October 12, 2004**

REASONS FOR DECISION

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

The applicant testified that the respondent had provided a personal cheque for the August, 2004 rent payment which was returned due to insufficient funds. A copy of the returned cheque was presented in evidence. The applicant also testified that no further rent payments had been received resulting in the August, September and October rent being in arrears. The rent for the premises is \$625 a month resulting in arrears of \$1875.

A previous order was issued in March, 2004 requiring the respondent to pay rent arrears of \$2207.58 and terminating the tenancy agreement unless those arrears were paid by April 15, 2004. That order also required the respondent to pay future rent on time.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1875. In my opinion, there are sufficient grounds to terminate this tenancy agreement. The respondent has again failed to pay any rent for a long period of time after being ordered to pay rent on time.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1875 and terminating the tenancy agreement on October 25, 2004. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer