

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **ROBERTA ALGER**, 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 SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**ROBERTA ALGER**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(3) of the *Residential Tenancies Act*, the previous order (File #10-7225, filed on February 26, 2003) is rescinded and the respondent is ordered to pay the applicant rent arrears in lump sum in the amount of three thousand three hundred seventy dollars (\$3370.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as unit #RS4, Fort Simpson, NT shall be terminated on April 30, 2005 and the respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of April,  
2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ROBERTA ALGER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 19, 2005

**Place of the Hearing:** Fort Simpson, NT via videoconference

**Appearances at Hearing:** Hilda Gerlock, representing the applicant

**Date of Decision:** April 19, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail, confirmed delivered on April 6, 2005, 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 and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3370. The applicant stated that charges for repairs were not being sought, although they appeared on the statement.

A previous order was filed on February 26, 2003 requiring the respondent to pay rent arrears of \$3249.24 in monthly installments of \$80 along with the rent until the arrears were paid in full. The evidence indicates that this order has been breached on numerous occasions. Rather than being reduced by over \$2000, the rent arrears have increased since the last order.

I find the respondent in breach of her obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$3370. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue rescinding the previous order and requiring the respondent to pay the applicant the remaining rent arrears in the amount of \$3370. The order shall terminate the tenancy agreement on April 30, 2005 unless those rent arrears are paid in full.

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Hal Logsdon  
Rental Officer