

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **STELLA FRANCOIS**, 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:

YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION

Applicant/Landlord

- and -

STELLA FRANCOIS

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 thirteen thousand eight hundred forty eight dollars and sixty one cents (\$13,848.61).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Ndilo 11, House 504B, Yellowknife (Ndilo), NT, shall be

terminated on February 28, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIVES DENE FIRST NATION HOUSING DIVISION**, Applicant, and **STELLA FRANCOIS**, 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:

YELLOWKNIVES DENE FIRST NATIONS HOUSING DIVISION

Applicant/Landlord

-and-

STELLA FRANCOIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gerry Cheezie, representing the applicant

Date of Decision: February 7, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent to respondent's mailing address. On February 6, 2006 the respondent contacted the Rental Officer and made arrangements to attend the hearing by telephone as she was working out of town. When contacted for the hearing on February 7, she requested that she be contacted at another telephone number. Two attempts were made to contact the respondent at that telephone number without success. The hearing proceeded in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing as at January 9, 2006 in the amount of \$12,920.61. The applicant testified that since that date the February rent of \$928 had come due and no payments of rent had been received, bringing the balance owing to \$13,848.61.

The applicant provided several reports of disturbance in November and December, 2005 and testified that there had been additional complaints from tenants in the complex since the application was filed. Notices concerning the incidents have been served on the respondent. A

notice of early termination was served on the respondent on January 9, 2006 seeking vacant possession on January 27, 2006. The respondent remains in possession.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to not disturb other tenants in the residential complex. I find the rent arrears to be \$13,848.61. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$13,848.61 and terminating the tenancy agreement on February 28, 2006.

Hal Logsdon
Rental Officer