

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **MABEL LOUTITT**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

MABEL LOUTITT

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 two thousand four hundred sixty dollars (\$2460.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5015 Forrest Drive, Yellowknife, NT shall be terminated on May 12, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May,
2006.

Hal Logsdon
Rental Officer

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Applicant, and **MABEL LOUITT**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

MABEL LOUITT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 2, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant
Michelle Knott, representing the respondent
Mabel Loutitt, respondent

Date of Decision: May 2, 2006

REASONS FOR DECISION

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 copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2460. The ledger indicated that no payments of rent had been received since January, 2006. The applicant noted that non-payment of rent had been a persistent problem throughout the tenancy which was the reason they now sought termination of the tenancy agreement. There have been three previous orders regarding non-payment of rent during this tenancy agreement.

The respondent did not dispute the allegations and stated that she would pay the rent arrears.

I find the rent ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2460. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2460 and terminating the tenancy agreement on May 12, 2006 unless the arrears are paid in full.

Hal Logsdon
Rental Officer