

IN THE MATTER between **DIGAA ENTERPRISES LTD.**, Applicant, and **DIANA PELLISSEY**, 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 PROVIDENCE, NT.**

BETWEEN:

**DIGAA ENTERPRISES LTD.**

Applicant/Landlord

- and -

**DIANA PELLISSEY**

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 nine hundred fifty five dollars (\$2955.00).
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 Unit #47 (Tina Unit), Fort Providence, NT shall be terminated on June 30, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**DIANA PELLISSEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 7, 2006 continued June 9, 2006

**Place of the Hearing:** Fort Providence, NT via telephone

**Appearances at Hearing:** Robert Head, representing the applicant  
Diana Pellissey, respondent

**Date of Decision:** June 9, 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 statement of the rent account which indicated a balance of rent owing in the amount of \$2955. The applicant testified that since the statement was produced, the June, 2006 rent of \$800 had come due and one payment of \$400 had been made, bringing the balance owing to \$3355.

The respondent disputed the allegations stating that she believed she had made other payments. She stated that she wanted to see a statement which included all transactions. The statement provided in evidence did not clearly show all transactions and the applicant was unable to state how three returned cheques had been accounted for. The hearing was adjourned to June 9, 2006 and the applicant asked to provide a complete statement of transactions to the respondent and the Rental Officer.

At the continuation of the hearing, the respondent was unable to provide any evidence of payments which were not accounted for on the statement except the \$400 payment which was previously acknowledged by the applicant. The applicant was unable to state why a \$600 debit was applied to the account on March 10, 2006 and conceded that it may be an error.

I note that the respondent gave written notice on May 1, 2006 to terminate the tenancy agreement “for the end of June”. The notice does not name a specific date or name the rental premises. The respondent now states that she wishes to continue the tenancy agreement. As the notice does not conform to the requirements of section 55 of the *Residential Tenancies Act*, it may not be considered to be effective.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2955 calculated as follows:

Balance as per statement	\$2955
Less unknown debit	(600)
Less pmt	(400)
June rent	<u>800</u>
Amt owing applicant	\$2755

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 \$2755 and terminating the tenancy agreement on June 30, 2006 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer