

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 one thousand six hundred dollars (\$1600.00).
2. Pursuant to section 41(4)(c) 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 September 30, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of September, 2006.

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Hal Logsdon  
Rental Officer

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.

BETWEEN:

**DIGAA ENTERPRISES LTD.**

Applicant/Landlord

-and-

**DIANA PELLISSEY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 14, 2006

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

**Appearances at Hearing:** Robert Head, representing the applicant

**Date of Decision:** September 14, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and 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 testified that the respondent had failed to pay the August and September, 2006 rent totalling \$1600. The applicant testified that the rent for July, 2006 was not received until September 11, 2006. Invoices for the August, 2006 and September, 2006 rent and a rent statement were provided in evidence.

A previous order (File#10-9061, filed on June 14, 2006) required the respondent to pay rent arrears of \$2955 and terminated the tenancy agreement on June 30, 2006 unless the rent arrears were paid in full. The order also required the respondent to pay future rent on time. The applicant testified that the rent arrears were not paid until July 4, 2006 but that the board of directors of Digaa Enterprises Ltd. instructed him to continue the tenancy and only seek termination if the respondent fell into arrears of 30 days or more. The written tenancy agreement between the parties obligates the tenant to pay the rent monthly in advance.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1600. She is in also in breach of the previous order. In my opinion, there are sufficient grounds to

terminate this tenancy agreement. The respondent is undoubtedly aware of her obligation to pay rent and despite a previous order requiring her to pay the rent on time, is now two months in arrears. The landlord has been willing to provide some latitude to the respondent but can not be expected to repeatedly permit the rent account to fall into serious arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1600 and terminating the tenancy agreement on September 30, 2006.

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Hal Logsdon  
Rental Officer