

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DARLENE ROSS**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

DARLENE ROSS

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 three thousand five hundred sixteen dollars and seventy two cents (\$3516.72).
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 7 Dessy Place, Hay River, NT shall be terminated on December 8, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of three thousand five hundred sixteen dollars and seventy two cents (\$3516.72) are paid in full.

.../2

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 22nd day of November, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **DARLENE ROSS**, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

DARLENE ROSS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 22, 2006

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant

Date of Decision: November 22, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant stated that the tenant was still in possession of the premises. 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 provided a statement of account which indicated a balance owing in the amount of \$3740.69. No rent has been paid since July, 2006. The applicant stated that of that amount, \$223.97 related to repair costs which that landlord did not seek at this time, bringing the balance of rent owing to \$3516.72.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$3516.72. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the rent is promptly paid. The applicant was satisfied to continue the tenancy agreement provided the rent arrears were paid by December 8, 2006.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3516.72 and terminating the tenancy agreement on December 8, 2006 unless that amount is paid

in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer