

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ENNA FRANCIS**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

ENNA FRANCIS

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 five thousand nine hundred four dollars and seventy two cents (\$5904.72).
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 0025 William George Vittrekwa Street, Fort McPherson, NT shall be terminated on January 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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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 4th day of January, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

ENNA FRANCIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 4, 2006

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Enna Francis, respondent

Date of Decision: January 4, 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 arrears and terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5904.72. The applicant noted the respondent had agreed to pay the rent arrears in installments of \$100 in January, 2005 and provided a copy of that agreement which was signed by the respondent.

The respondents did not dispute the allegations.

Since the agreement to pay the arrears was made, the rent arrears have more than doubled.

Although the respondent manages to pay some rent each month, it is usually not enough to meet her monthly rent obligations.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5904.72. 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 \$5904.72 and terminating the tenancy agreement on January 31, 2006 unless the arrears are paid in full. Should the tenancy agreement continue, the

respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer