

IN THE MATTER between **ALBERT FAILLE APARTMENTS**, Applicant, and  
**DENISE ALGER**, 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 SIMPSON, NT**.

BETWEEN:

**ALBERT FAILLE APARTMENTS**

Applicant/Landlord

- and -

**DENISE ALGER**

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 fifty dollars (\$2050.00).
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 Apartment 207, 9818 - 100 Ave, Fort Simpson, NT shall be terminated on June 15, 2007 and the respondent shall vacate the premises on that date unless the rent arrears and the rent for June, 2007 in the total amount of three thousand fifty dollars (\$3050.00) 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 31st day of May, 2007.

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Hal Logsdon  
Rental Officer

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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:

**ALBERT FAILLE APARTMENTS**

Applicant/Landlord

-and-

**DENISE ALGER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 31, 2007

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

**Appearances at Hearing:** John Homister, representing the applicant  
Denise Alger, respondent

**Date of Decision:** May 31, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by causing a disturbance in the residential complex. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that the amount of outstanding rent was \$2050 and that the monthly rent for the premises was \$1000.

The applicant also testified that he believed the respondent's son had permitted a person to enter the building who subsequently caused a disturbance and made threats to the manager, resulting in the police attending the building.

The respondent did not dispute the rent arrears and stated that she had made an arrangement with the applicant to pay the outstanding rent. The respondent acknowledged that she had not paid the rent arrears as agreed upon because she wanted to know the outcome of the hearing first.

The respondent testified that she was out of town due to a family matter when the alleged disturbance occurred. The respondent stated that her adult son was looking after the apartment and her younger daughter while she was away. She stated that her son denied having anything to do with the incident and was no longer staying in the apartment.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2050.

In the matter of the alleged disturbance, I do not find sufficient evidence to establish that the respondent's son permitted the offender in the building. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. The tenancy agreement between the parties requires that the rent be paid on the first of every month.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2050 and terminating the tenancy agreement on June 15, 2007 unless the rent arrears and the June, 2007 rent in the total amount of \$3050 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was verbally provided to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer