

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **MIRANDA ISIAIAH**, 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**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

MIRANDA ISIAIAH

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 hundred ninety three dollars and fifteen cents (\$593.15).
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 #33, 10002 B-95 Avenue, Fort Simpson, NT shall be terminated on August 31, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of five hundred ninety three dollars and fifteen cents (\$593.15) 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 27th day of June, 2007.

Hal Logsdon
Rental Officer

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and **MIRANDA ISAIAH**, 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:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

MIRANDA ISAIAH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 26, 2007

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Ann O'Hare, representing the applicant

Date of Decision: June 26, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent 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 unless the arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a statement of the rent which indicated a balance owing in the amount of \$593.15.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$593.15. Although the total amount of the arrears is not high, it represents many months of unpaid rent as the monthly rent assessment has usually been at the minimum rent of \$32. The statement indicates that no payments have been made since September, 2006. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$593.15 and terminating the tenancy agreement on August 31, 2007 unless that amount is paid in full. The respondent is also ordered to pay all future rent on time.

Hal Logsdon
Rental Officer