

IN THE MATTER between **SOCIAL HOUSING**, Applicant, and **DARLENE BERTRAND**, 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 LIARD, NT**.

BETWEEN:

**SOCIAL HOUSING**

Applicant/Landlord

- and -

**DARLENE BERTRAND**

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 seven hundred twenty nine dollars (\$729.00)
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 Unit 801, Blackwater Road, LTO 1847, Lot 6, Fort Liard, NT, shall be terminated on October 31, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of October,  
2007.

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Hal Logsdon  
Rental Officer

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-and-

**DARLENE BERTRAND**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 2, 2007**

**Place of the Hearing:**                      **Fort Liard, NT**

**Appearances at Hearing:**                      **Brenda Berreault, representing the applicant**

**Date of Decision:**                      **October 2, 2007**

**REASONS FOR DECISION**

The applicant stated that the premises had been sold to the NWT Housing Corporation who had reorganized the management of the portfolio under the legal name of "Social Housing". The applicant requested that the style of cause of the order reflect the new name of the landlord.

The respondent was served with a Notice of Attendance sent by registered mail. 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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$729. The applicant stated that a previous order (File #10-9128, filed on August 15, 2006) had been satisfied.

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 \$729. 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 \$729 and terminating the tenancy agreement on October 31, 2007 unless that amount is paid in full to the applicant.

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Hal Logsdon  
Rental Officer