

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **BILLY WILSON AND HELEN WILSON**, Respondents;

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 -

**BILLY WILSON AND HELEN WILSON**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of three thousand fifty three dollars and ninety two cents (\$3053.92).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of water which were paid on their behalf in the amount of eighty four dollars and fifty six cents (\$84.56).
3. 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 0067 Charles Koe Avenue, Fort

McPherson, NT shall be terminated on August 31, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears and the water costs in the total amount of three thousand one hundred thirty eight dollars and forty eight cents (\$3138.48) are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of June, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**BILLY WILSON AND HELEN WILSON**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 26, 2007

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

**Appearances at Hearing:** Shirley Wilson, representing the applicant

**Date of Decision:** June 26, 2007

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for water. The applicant sought an order requiring the respondents to pay the alleged rent arrears and the water costs and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$3138.48. Included in that amount was a charge for water in the amount of \$84.56. The applicant stated that the water charge was for a call out to deliver extra water to the premises. The cost of normal deliveries are paid by the landlord.

I find the ledger in order and find the respondents in breach of their obligation to pay rent and their obligation to pay for excess water consumed. I find the rent arrears to be \$3053.92 and the water charges to be \$84.56. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid. The applicant suggested that the amount be paid on or before August 31, 2007. In my opinion, that is a reasonable date.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3053.92 and water costs in the amount of \$84.56. The tenancy agreement shall be terminated on August 31, 2007 unless those amounts are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer