IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**, Applicant, and **ROXANNE LANDRY**, 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 **YELLOWKNIFE**, **NT**.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

ROXANNE LANDRY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

- 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 eight hundred sixteen dollars (\$2816.00).
- 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 5205 54th Street, Yellowknife, NT shall be terminated on March 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of two thousand eight hundred sixteen dollars (\$2816.00) 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 8th day of February, 2008.

Hal Logsdon Rental Officer IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**, Applicant, and **ROXANNE LANDRY**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

ROXANNE LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing:	Feb
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February 7, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing:

Nancy Peel, representing the applicant Roxanne Landry, respondent

Date of Decision:

February 7, 2008

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 rent arrears and termination of the tenancy agreement unless the alleged arrears were paid in full. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2816.

The respondent did not dispute the allegations and stated that she would pay the rent arrears on or before March 31, 2008. The applicant agreed to that arrangement.

I find the statement in order including the reassessment of the rent effective January 1, 2008. I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2816. 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

\$2816 and terminating the tenancy agreement on March 31, 2008 unless those rent arrears are paid in full. The respondent is also ordered to pay the monthly rent on time in the future.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon Rental Officer