

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **EILEEN KAY**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act")and amendments thereto;

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 -

EILEEN KAY

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 one thousand one hundred thirty five dollars (\$1135.00).
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 0007 James Simon Road, Fort McPherson, NT shall be terminated on April 30, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of one thousand one hundred thirty five dollars (\$1135.00) 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 8th day of April, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **EILEEN KAY**, 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 MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

EILEEN KAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2011

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Eileen Kay, respondent

Date of Decision: April 8, 2011

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 and terminating the tenancy agreement unless the alleged arrears were promptly paid. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$1135. The arrears represent rent for the months of March and April, 2011.

The respondent did not dispute the allegations and stated that she could pay the rent arrears on or before April 30, 2011. That date was satisfactory for the applicant.

I find the ledger in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1135.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1135 and terminating the tenancy agreement on April 30, 2011 unless the rent arrears are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer