

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **CHARLENE NERYSOO**, 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 MCPHERSON, NT**.

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

CHARLENE NERYSOO

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 two hundred thirteen dollars and forty six cents (\$213.46).
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 0029 James Simon Road, Fort McPherson, NT shall be terminated on January 31, 2002 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 14th day of January,
2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **CHARLENE NERYSOO**, 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-

CHARLENE NERYSOO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 9, 2002

Place of the Hearing: Fort McPherson, NT

Appearances at Hearing: Betty Firth, representing the applicant

Date of Decision: January 9, 2002

REASONS FOR DECISION

The respondent was served with a notice of attendance on January 3, 2002 but failed to appear at the hearing. 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 for the payment of alleged rent arrears and termination of the tenancy agreement. The applicant provided a copy of the tenant ledger which indicated a balance of \$213.46. The ledger indicates that the last payment of rent was received in June, 2001.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$213.46. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$213.46 and terminating the tenancy agreement between the parties on January 31, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer