

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ELIZABETH JEROME**, 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 -

ELIZABETH JEROME

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 two hundred eighty one dollars and ninety nine cents (\$1281.99).
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 0080 Edward Snowshoe Street, Fort McPherson, NT shall be terminated on February 28, 2002 and the respondent shall vacate the rental 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

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Applicant, and **ELIZABETH JEROME**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

ELIZABETH JEROME

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
Elizabeth Jerome, respondent

Date of Decision: January 9, 2002

REASONS FOR DECISION

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 rent ledger which indicated rent arrears in the amount of \$1281.99.

The respondent did not dispute the allegations.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1281.99. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$1281.99 and terminating the tenancy agreement between the parties on February 28, 2002 unless those arrears are paid in full.

Hal Logsdon
Rental Officer