

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,  
and **IRVIN MCDONALD**, 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 **NORMAN WELLS, NT**.

BETWEEN:

**NORMAN WELLS HOUSING AUTHORITY**

Applicant/Landlord

- and -

**IRVIN MCDONALD**

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 thousand one hundred forty five dollars and fifty one cents (\$2145.51).
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 #009, 3 Franklin Street, Norman Wells, NT shall be terminated on September 30, 2004 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 7th day of  
September, 2004.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,  
and **IRVIN MCDONALD**, 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:

**NORMAN WELLS HOUSING AUTHORITY**

Applicant/Landlord

-and-

**IRVIN MCDONALD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 7, 2004

**Place of the Hearing:** Norman Wells, NT via teleconference

**Appearances at Hearing:** Joan Hickling, representing the applicant  
Irvin McDonald, respondent

**Date of Decision:** September 7, 2004

**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 terminating the tenancy agreement.

The applicant served a notice of early termination on the respondent seeking vacant possession of the premises on June 9, 2004. The respondent remained in possession of the premises.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2145.51. Included in this amount were charges for the making of keys and changing locks in the amount of \$89.37 and excess water consumption charges in the amount of \$100.06. The applicant stated that the locks were changed at the request of the tenant. The applicant also explained that excess water consumption charges are billed to tenants who consume more than the allowable quantity.

The respondent did not dispute the allegations.

I find the account in order and find rent arrears in the amount of \$2145.51. 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 \$2145.51 and terminating the tenancy agreement on September 30, 2004 unless those arrears are paid in full.

---

Hal Logsdon  
Rental Officer