

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **KERRY GIROUX**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

KERRY GIROUX

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 twenty four dollars (\$224.00).
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 51 Woodland Drive, Hay River, NT shall be terminated on March 15, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for March, 2005 in the total amount of two hundred fifty six dollars (\$256.00) is 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 28th day of February,
2005.

Hal Logsdon
Rental Officer

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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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

KERRY GIROUX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 24, 2005

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant

Date of Decision: February 24, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on February 11, 2003 by registered mail and 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 requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the alleged rent arrears were promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$224.00. The premises are subsidized public housing and the rent, which is subsidized in accordance with income is currently assessed at \$32.00 a month. The ledger indicates that no rent has been paid since September 8, 2004.

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 \$224.00. 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 \$224.00 and terminating the tenancy agreement between the parties on March 15, 2005 unless the rent arrears and the March, 2005 rent in the total amount of \$256.00 is paid in full. Should the tenancy agreement continue, the respondent is order to pay future rent on time.

Hal Logsdon
Rental Officer