

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **MARIE 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 **YELLOWKNIFE, NT**.

BETWEEN:

YWCA OF YELLOWKNIFE

Applicant/Landlord

- and -

MARIE 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 four thousand one hundred eighty dollars (\$4180.00).
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 Apartment 209, 4904 54th Avenue, Yellowknife, NT shall be terminated on December 31, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for December, 2007 in the total amount of five thousand three hundred eighty dollars (\$5380.00) are 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 November, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **MARIE 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.

BETWEEN:

YWCA OF YELLOWKNIFE

Applicant/Landlord

-and-

MARIE JEROME

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kate Wilson, representing the applicant

Date of Decision: November 27, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant stated that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and 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 rent arrears were promptly paid.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$4180. The statement indicates that no rent has been paid since September, 2007. The monthly rent for the premises is \$1200.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$4180. 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 \$4180 and terminating the tenancy agreement on December 31, 2007 unless the rent arrears and the December, 2007 rent in the total amount of \$5380 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer