

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **BELLA CHARLIE**, 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 -

BELLA CHARLIE

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 three hundred fifty nine dollars and sixty seven cents (\$359.67).
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 0008 Johnny Kay Avenue, Fort McPherson, NT shall be terminated on May 31, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears 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 13th day of May,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

BELLA CHARLIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2010

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Bella Charlie, respondent

Date of Decision: May 13, 2010

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 unless the rent arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent as at April 30, 2010 in the amount of \$359.67. The applicant stated that since that time the May, 2010 rent of \$32 had come due and a payment of \$32 had been made, resulting in an unchanged balance.

The respondent did not dispute the allegations and stated that she could pay the rent arrears on or before May 31, 2010. The applicant agreed to continue the tenancy agreement if the rent arrears were paid by that date.

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 \$359.67. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by May 31, 2010.

An order shall issue requiring the respondent to pay rent arrears of \$359.67 and terminating the tenancy agreement on May 31, 2010 unless the rent arrears are paid in full. Should the tenancy

agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer