

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

**EFFIE BELLA SNOWSHOE**

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 hundred ninety four dollars (\$494.00).
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 0063 Andrew Kunnizzi Street, Fort McPherson, NT shall be terminated on July 15, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears on the amount of four hundred ninety four dollars (\$494.00) 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 29th day of June, 2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**EFFIE BELLA SNOWSHOE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 29, 2010**

**Place of the Hearing:**                      **Fort McPherson, NT via teleconference**

**Appearances at Hearing:**                      **Shirley Wilson, representing the applicant**  
   **Effie Bella Snowshoe, respondent**

**Date of Decision:**                      **June 29, 2010**

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant 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 which indicated a balance of rent owing in the amount of \$209 as at June 24, 2010. The applicant testified that since that date the June, 2010 rent had been assessed at \$285 and no additional payments had been made bringing the balance owing to \$494.

The respondent did not dispute the allegations and stated that she would pay the outstanding arrears on or before July 15, 2010.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$494. 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 \$494 and terminating the tenancy agreement on July 15, 2010 unless those 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.

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Hal Logsdon  
Rental Officer