

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **MARY MACDONALD**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

- and -

**MARY MACDONALD**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (file #10-11011, filed on September 23, 2009) is rescinded and the respondent is ordered to pay the applicant rent arrears in the amount of two thousand two hundred eighty dollars and twenty seven cents (\$2280.27).
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 608, 5004 - 54th Street, Yellowknife, NT shall be terminated on October 15, 2010 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of two thousand two

hundred eighty dollars and twenty seven cents (\$2280.27) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of  
September, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **MARY MACDONALD**, 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:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

-and-

**MARY MACDONALD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 8, 2010

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Gail Leonardis, representing the applicant  
Mary Macdonald, respondent  
Vivienne McQueen, representing the respondent

**Date of Decision:** September 8, 2010

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and had breached a previous order requiring her to pay rent arrears in monthly installments. The applicant sought an order rescinding the previous order, ordering the respondent to pay the remaining balance in lump sum and terminating the tenancy agreement on October 15, 2010 unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance owing of \$2280.27. A previous order (file #10-11011, filed on September 23, 2009) required the respondent to pay rent arrears of \$2032.58 in monthly payments of \$100 and to pay the monthly rent on time.

The respondent did not dispute the allegations but stated that she had been hospitalized for several months and had difficulty reporting the required information to the income security program for assistance with her rent. She stated that she was on permanent disability assistance and hoped to qualify for emergency assistance to enable her to pay the outstanding rent.

The applicant stated that although she wanted the tenancy agreement to continue, the landlord could no longer continue the tenancy without receiving at least the full monthly rent. The applicant noted that the monthly rent had not been paid in full since April, 2010. The rent arrears now represent more than 3.5 months of outstanding rent.

I find the respondent in breach of her obligation to pay rent and in breach of the previous order. I find the rent arrears to be \$2280.27. In my opinion, there are sufficient grounds to rescind the previous order, require the payment of the outstanding balance and terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue rescinding the previous order, requiring the respondent to pay rent arrears of \$2280.27 and terminating the tenancy agreement on October 15, 2010 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer