

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **PHYLLIS ANDRE**, 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 **FORT MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**PHYLLIS ANDRE**

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 thousand three hundred twenty six dollars (\$2326.00).
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 0073 Johnny Kaye Avenue, Fort McPherson, NT shall be terminated on December 31, 2010 and the respondent shall vacate the premises on that day, unless the rent arrears in the amount of two thousand three hundred twenty six dollars (\$2326.00) 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 10th day of December, 2010.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **PHYLLIS ANDRE**, 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:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**PHYLLIS ANDRE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 10, 2010

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

**Appearances at Hearing:** Shirley Wilson, representing the applicant

**Date of Decision:** December 10, 2010

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing as at November 18, 2010 in the amount of \$2326. The applicant stated that the December, 2010 had not yet been assessed. The applicant also stated that all of the rent assessed was based on the respondent's household income.

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 \$2326. 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 \$2326 and terminating the tenancy agreement on December 31, 2010 unless that amount is paid

in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

---

Hal Logsdon  
Rental Officer