IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**, Applicant, and **ELIZABETH NORMAN**, 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 -

ELIZABETH NORMAN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

- Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of nine hundred sixty five dollars and five cents (\$965.05).
- 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 0060 Geeva Inn Street, Fort McPherson, NT shall be terminated on October 31, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of October, 2011.

Hal Logsdon Rental Officer IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**, Applicant, and **ELIZABETH NORMAN**, 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-

ELIZABETH NORMAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing:	October 6, 2011
Place of the Hearing:	Fort McPherson, NT
<u>Appearances at Hearing</u> :	Shirley Wilson, representing the applicant Elizabeth Norman, respondent Jim Martin, representing the respondent
Date of Decision:	October 6, 2011

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 are 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 in the amount of \$965.05.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$965.05. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$965.05 and terminating the tenancy agreement on October 31, 2011 unless the arrears are paid in full.

Hal Logsdon Rental Officer