

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **CLIFFORD MCLEOD AND ALMA MCLEOD**, Respondents;

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 PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**CLIFFORD MCLEOD AND ALMA MCLEOD**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand three hundred seventy two dollars (\$2372.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than two hundred fifty dollars (\$250.00), the first payment becoming due on November 30, 2002 and payable thereafter no later than the last day of every month until the rent arrears are paid in full.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the regular assessed rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of  
November, 2002.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**CLIFFORD MCLEOD AND ALMA MCLEOD**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 5, 2002

**Place of the Hearing:** Fort Providence, NT

**Appearances at Hearing:** Diana Gargan, representing the applicant  
Clifford McLeod, respondent

**Date of Decision:** November 5, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2372.

The respondent did not dispute the allegations and offered to pay the arrears in monthly installments. The applicant was prepared to accept the payment of the arrears in installments but the parties could not come to an agreement on the amount of the monthly payments.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2372. I note that the arrears have accumulated over a period of at least eighteen months without the commencement of legal action. In my opinion, monthly payments of no less than \$250, in addition to the monthly assessed rent will permit the retirement of the debt in a reasonable time.

An order shall be issued requiring the respondent to pay the regular assessed rent on the days it is due and in addition, pay monthly installments of no less than \$250. The first installment payment shall be due on November 30, 2002 and thereafter no later than the last day of every month until the arrears are paid in full.

Should the respondents fail to pay the assessed rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file an application with a rental officer seeking the payment of the balance of arrears in lump sum and/or termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer