

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **LUCAS ELLEZE AND MARY AGNES FARCY**, 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 -

LUCAS ELLEZE AND MARY AGNES FARCY

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 one thousand four hundred eighty three dollars (\$1483.00).
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 dollars (\$200.00), the first installment being 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 respondents shall pay the regular assessed rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of November, 2002.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

LUCAS ELLEZE AND MARY AGNES FARCY

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
Lucas Elleze, 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 terminating 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 \$1783.

The respondents testified that they had recently made a payment of rent in the amount of \$300 which was not on the ledger. The applicant indicated that the payment had not been posted and acknowledged the credit, amending the amount due to \$1483. The respondents offered to pay the arrears in installments of \$200/month in addition to the assessed rent. The applicant agreed to the arrangement and withdrew the request to terminate the tenancy agreement.

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 \$1483. An order shall be issued requiring the respondents to pay the applicant the rent arrears in monthly installments of no less than \$200, the first installment becoming due on November 30, 2002 and thereafter payable no later than the last day of every month until the arrears are paid in full. The respondents shall also pay their monthly assessed rent on the days it is due.

Should the respondents fail to pay the monthly rent on time or fail to pay the arrears in accordance with this order, the applicant may file a future application requesting the payment of

the full balance and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer