

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ELSIE TALE, CHARLES TALE AND BRIAN KERR**, 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 -

ELSIE TALE, CHARLES TALE AND BRIAN KERR

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 forty six dollars (\$2346.00).
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 three hundred dollars (\$300.00), the first payment being due on November 30, 2002 and payable thereafter on the last day of every month, until the rent arrears are a paid in full.

.../2

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly assessed rent on the days it is due.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of November, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ELSIE TALE, CHARLES TALE AND BRIAN KERR**, 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.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

ELSIE TALE, CHARLES TALE AND BRIAN KERR

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
Elsie Tale, respondent

Date of Decision: November 8, 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 \$2346. The ledger indicated that the full unsubsidized rent was charged in June, 2002. The applicant testified that the tenants provided no income information on which to base that month's rent.

A letter from one of the respondents, Charles Tale, was entered as evidence. His letter, addressed to the applicant, indicated that he had vacated the premises in February, 2002. He noted that he was working shifts four weeks at camp and spent his two weeks off "visiting", sometimes with his mother, Elsie Tale, in Ft. Providence. The applicant testified that this was the only notice that the respondent had provided indicating that he wished to be taken off the tenancy agreement.

The respondent, Elsie Tale testified that she could pay the arrears in installments of \$300/month. The applicant consented to having an order made requiring that the arrears be paid in installments of \$300 plus the monthly assessed rent.

I find that the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2346. As written notice is required to terminate a tenancy agreement, I find no evidence that Mr. Tale terminated his joint responsibility for the arrears

prior to October 1, 2002. He is, in my opinion, jointly responsible for the current arrears.

An order shall be issued requiring the respondents to pay the rent arrears in monthly installments of no less than \$300 in addition to the regular monthly rent. The first installment of rent arrears shall be due on November 30, 2002 and thereafter on the last day of each month until the arrears are paid in full. The regular assessed rent shall be paid on the days it is due.

Should the respondents fail to make payments of rent or arrears in accordance with this order, the applicant may file a future application seeking lump sum payment of the remaining balance and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer