

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **ROSIE STEWART**, 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,
regarding the rental premises at **FORT MCPHERSON, NT.**

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

ROSIE STEWART

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 one hundred eighty four dollars (\$2184.00).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly installments of no less than one hundred dollars (\$100.00) the first payment to be due no later than January 31, 2002 and due thereafter no later than the last day of every month until the rent arrears are paid in full.

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

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January, 2002.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

ROSIE STEWART

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 9, 2002

Place of the Hearing: Fort McPherson, NT

Appearances at Hearing: Betty Firth, representing the applicant
Rosie Stewart, respondent
Jamie Stewart, representing the respondent

Date of Decision: January 9, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order for the payment of 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 \$2184.

The respondent did not dispute the allegations. She is the sole tenant but not the only occupant of the premises. The rent, based primarily on the income of the other occupant, is the respondent's responsibility. The respondent's representative explained that the other occupant was not providing support with the rent but that the family was taking measures to correct the situation to hopefully preserve the respondent's tenancy.

The applicant and respondent agreed that the tenancy should be allowed to continue provided the respondent paid at least \$100 each month in addition to the assessed rent.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2184. Given the agreement between the parties, I shall not order the termination of the tenancy agreement but issue an order for the respondent to pay the rent arrears in accordance with their agreement. The first payment of no less than \$100 shall be made no later than January 31, 2002 and thereafter no later than the last day of every month until the rent arrears are paid in full.

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

Hal Logsdon
Rental Officer