

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **EILEEN ROGERS**, 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 **INUVIK, NT**.

BETWEEN:

902754 NWT LIMITED

Applicant/Landlord

- and -

EILEEN ROGERS

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 four thousand nine hundred dollars (\$4900.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly installments of no less than five hundred dollars (\$500.00), the

first payment becoming due on March 22, 2002 and payable thereafter no later than the 22nd day of every month until the rent arrears are paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **902754 NWT LIMITED**, Applicant, and **EILEEN ROGERS**, 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:

902754 NWT LIMITED

Applicant/Landlord

-and-

EILEEN ROGERS

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 8, 2002
<u>Place of the Hearing:</u>	Inuvik, NT via videoconference
<u>Appearances at Hearing:</u>	Talal Khatib, representing the applicant Eileen Rogers, respondent
<u>Date of Decision:</u>	March 8, 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 respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a summary of the arrears which indicated a balance of arrears in the amount of \$4900. The applicant testified that two months rent (\$2700) from 2001 remained unpaid as well as \$850 representing arrears of January, 2002 rent and \$1350, representing arrears of February, 2002 rent.

The respondent acknowledged the allegations as correct, stating that she had been denied income support for two months in 2001 after she won a bingo and again in January and February, 2002 when she gained employment. She testified that she had managed to pay \$500 rent in January, leaving \$850 owing for that month. She testified that she had been approved for income support in March and that the March rent had been paid. She also proposed that the arrears be paid in monthly payments of \$500 in addition to the rent until the arrears were paid in full. The applicant indicated that the proposal was acceptable and that he would be willing to allow the tenancy to continue under those terms.

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 \$4900. An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$4900 and to pay all future rent on time. The respondent may pay the arrears in monthly installments of no less than \$500, the first payment

becoming due on March 22, 2002 and payable thereafter no later than the 22nd day of each month until the rent arrears are paid in full. I note that the respondents correct name is Eileen Rogers and the order shall be made in that name.

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

Hal Logsdon
Rental Officer