

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
PHYLLIS STORR, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

- and -

PHYLLIS STORR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1, The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of
December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **INUVIK HOUSING AUTHORITY**, Applicant, and
PHYLLIS STORR, 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:

INUVIK HOUSING AUTHORITY

Applicant/Landlord

-and-

PHYLLIS STORR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 26, 2002

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Victoria Boudreau, representing the applicant
Phyllis Storr, respondent

Date of Decision: December 1, 2002

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the rent on the days it is due and sought an order terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger and indicated that since the application was filed, the respondent had paid the rent in full.

The tenancy agreement requires the payment of rent on the first day of each month. The applicant noted that it was the policy of the landlord to give tenants an additional thirty days of grace.

The respondent did not dispute the allegations.

I find the respondent breached the tenancy agreement by failing to pay the rent on the days it is due. Even considering the landlord's grace period, the rent was not paid in a timely manner. A previous order was filed on September 18, 2000 requiring the respondent to pay future rent on time. In my opinion the breach is not serious enough to consider termination of the tenancy agreement. I point out to the respondent, however, that the remedy of termination is available to the landlord when the tenant fails to pay rent on time. Repeated breaches may warrant consideration of this remedy.

The applicant's request for an order terminating the tenancy agreement is denied and the application is dismissed.

Hal Logsdon
Rental Officer