

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **LORRAINE BOURKE**, 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 SMITH, NT**.

BETWEEN:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

- and -

LORRAINE BOURKE

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 one thousand two hundred seventy nine dollars and seven cents (\$1279.07).
2. Pursuant to section 84(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 being due no later than December 31, 2003 and 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of December, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **LORRAINE BOURKE**, 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:

FORT SMITH HOUSING AUTHORITY

Applicant/Landlord

-and-

LORRAINE BOURKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2003

Place of the Hearing: Fort Smith, NT

Appearances at Hearing: Ruth White, representing the applicant
Lorraine Bourke, respondent

Date of Decision: December 3, 2003

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the full amount of the rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid by the end of February, 2004.

The applicant provided statement of the rent account which indicated a balance of rent owing as at November 28, 2003 in the amount of \$1279.07.

The respondent disputed the amount of rent owing stating that she did not think that all of the payments which she had made were included on the rent statement. She submitted two receipts and a letter outlining payments made on her behalf by the Income Support Program.

A review of the evidence from both parties indicates that all of the payments documented by the respondent have been properly credited to the rent account. There is no evidence to suggest that the rent statement is inaccurate.

The respondent indicated that she earns less than \$500/month but that her son receives some educational assistance and can help her pay the arrears. She suggested she would be able to pay \$200/month in additional to her rent. In my opinion, her estimate is unrealistic and will undoubtedly result in a default of payment. In my opinion, the tenancy should be allowed to

continue provided the respondent makes monthly payments of \$100 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 \$1279.07. An order shall issue requiring the respondent to pay the applicant the rent arrears in monthly payments of no less than \$100. The first payment shall be due no later than December 31, 2003 and thereafter no later than the last day of every month until the rent arrears are paid in full. The order shall also require the respondent to pay the monthly assessed rent on time.

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

Hal Logsdon
Rental Officer