

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **ALBERTINE HAWKER AND ASHTON HAWKER**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

ALBERTINE HAWKER AND ASHTON HAWKER

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
December, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

ALBERTINE HAWKER AND ASHTON HAWKER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 19, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Roberta Bulmer, representing the applicant
Albertine Hawker, respondent
Ashton Hawker, respondent

Date of Decision: December 19, 2003

REASONS FOR DECISION

The parties were served with Notices of Attendance to appear on December 9, 2003. At that time the respondents sought an adjournment and with the consent of both parties the matter was adjourned to December 19, 2003. The matter was heard on that date.

The applicant indicated that the respondents had paid all of the outstanding rent arrears but alleged that the rent had repeatedly been paid late. The applicant sought termination of the tenancy agreement. The applicant stated that a previous order had been issued requiring the respondents to pay rent on time but that it had been repeatedly breached. A statement of the rent account was provided in evidence.

The respondents stated that they frequently had problems paying the rent on the first day of the month but had been long term tenants and always paid during the month. They stated that with the exception of late rent, they had been good tenants and had kept the premises in good condition. They requested that they be given time to find other accommodation if the tenancy agreement was terminated.

I note from the rent statement that the respondents have only occasionally been more than 30 days in arrears. The written tenancy agreement between the parties requires payment of the rent on the first day of each month but the applicant noted that biweekly payments are usually tolerated.

There is no doubt that the respondents are in breach of their obligation to pay rent on time. They have been previously ordered to do so but have failed to comply with the order. Although termination of the tenancy agreement is a remedy available to a landlord for late payment of rent, I do not think it is appropriate to terminate this agreement at this time.

I urge the respondents to carefully review their financial obligations and make the necessary changes to ensure they meet their obligations to pay rent on time. There shall be no order issued as the previous order to pay rent on time is still in effect. Should the respondents continue to pay rent late, the landlord may file a future application and a termination order will be reconsidered.

The application is therefore dismissed.

Hal Logsdon
Rental Officer