

IN THE MATTER between **DAVID ALDERDICE**, Applicant, and **JUNE POPE**,
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 **NORMAN WELLS, NT.**

BETWEEN:

DAVID ALDERDICE

Applicant/Landlord

- and -

JUNE POPE

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 three thousand one hundred eighty seven dollars (\$3187.00).
2. Pursuant to section 82(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in two installments of no less than one thousand five hundred ninety three dollars and fifty cents (\$1593.50), the first payment due on August 31, 2003 and the second payment due on September 30, 2003.

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

4. Pursuant to section 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for utilities in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of August, 2003.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

DAVID ALDERDICE

Applicant/Landlord

-and-

JUNE POPE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 31, 2003 continued on August 8, 2003

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: David Alderdice, applicant
June Pope, respondent

Date of Decision: August 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay for the costs of heat which was her obligation pursuant to the tenancy agreement.

The applicant provided a statement of the amounts alleged owing which indicated a balance of rent owing in the amount of \$3187 and a balance owing to the Town of Norman Wells for heat in the amount of \$397.95. The applicant sought an order requiring the respondent to pay these amounts and terminating the tenancy agreement. The applicant stated that he was willing to permit the tenancy agreement to continue if a reasonable settlement for payment could be reached.

The respondent did not dispute the allegations pertaining to rent arrears. Some of the payments made by the respondent to the applicant were consideration for groceries which were left on the premises but not part of the written tenancy agreement between the parties. The respondent acknowledged that payments made for both rent and groceries were accurately recorded on the applicant's statement and acknowledged the rent arrears of \$3187.

The respondent disputed the allegations concerning utility payments stating that the outstanding utility account had been paid in full.

The respondent indicated that she was unable to pay the entire balance of the rent arrears in a single payment but could pay one-half of the amount by the end of August, 2003 and the remainder by the end of September, 2003. The applicant stated that he would be satisfied with an order requiring those payments and would be willing to allow the tenancy to continue under those conditions.

I find the respondent breached her obligation to pay rent and find the rent arrears to be \$3187. I also find that the respondent has breached her obligation to pay for the cost of utilities which is her obligation pursuant to the written tenancy agreement between the parties.

An order shall be issued requiring the respondent to pay the applicant the rent arrears in two installments of no less than \$1593.50, the first due on August 31, 2003 and the second on September 30, 2003. The order shall also require the respondent to pay all future rent on time and to comply with her obligation to pay for utilities in accordance with the tenancy agreement.

Should the respondent fail to make payments in accordance with this order or to pay future rent on time, the applicant may make an application to a rental officer seeking the lump sum balance of amounts owing and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer