

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LARRY HERON AND SUSIE KOMAK**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

LARRY HERON AND SUSIE KOMAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven hundred forty three dollars and fifty cents (\$743.50).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of October,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LARRY HERON AND SUSIE KOMAK**, 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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

LARRY HERON AND SUSIE KOMAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 12, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Larry Heron, respondent
Susie Komak, respondent

Date of Decision: October 12, 2004

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant stated that the respondents had made a significant effort to pay the outstanding arrears and suggested that a termination order only be made effective if the rent arrears were not paid by October 31, 2004. The applicant provided a copy of the rent statement in evidence which indicated a balance owing in the amount of \$743.50. The applicant indicated that they held a security deposit of \$1200.

The respondents did not dispute the allegations and stated that they would be able to pay the balance of the rent arrears by the end of October, 2004.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$743.50. Given the amount of deposit held by the applicant, and the recent payments made by the respondents, I do not think it is necessary to consider termination at this point in time.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$743.50 and to pay future rent on time.

Hal Logsdon
Rental Officer