

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **DON HIKHAITOK AND SHEENA ENNOK**, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

- and -

DON HIKHAITOK AND SHEENA ENNOK

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 two thousand eight hundred twenty four dollars and thirty cents (\$2824.30).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than three hundred fifty dollars (\$350.00) payable along with the rent on the first day of each month, the first payment being due on November 1, 2004.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of October, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **DON HIKHAITOK AND SHEENA ENNOK**, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

DON HIKHAITOK AND SHEENA ENNOK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 14, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Joanne Koyina, representing the applicant
Don Hikhiatok, respondent
Sheena Ennok, respondent

Date of Decision: October 18, 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. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2824.30.

The respondents did not dispute the allegations. The respondents stated that Mr. Hikhaitok had been hospitalized in June and had difficulty paying the rent. The respondents stated that they had been receiving income support since June but were unaware that the rent support was included in their monthly payment.

The respondents proposed to rent a room in the rental premises to another party in order to pay the arrears in monthly installments. There was considerable discussion between the parties as to whether the tenant was permitted to rent part of the rental premises to another party. The written tenancy agreement was assigned to the applicant when the residential complex was purchased from the former landlord. Sections 5 and 6 of the tenancy agreement pertain to other occupants and the use of the premises. Section 45(3) of the *Residential Tenancies Act* addresses overcrowding of premises. These provisions may serve to restrict the ability of the respondent to rent part of the premises to another party. In any case, the respondent will need to inform the landlord of his intention to have other occupants reside on the premises.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2824.30.

It is disturbing that the respondents have failed to make rent payments when they have received assistance to enable them to do so. However, it appears from the rent statement that the respondents have paid the full amount of rent owing in September and October and have managed to pay some of the arrears. In my opinion, the tenancy agreement should be permitted to continue, provided the rent arrears are paid in a scheduled manner and the full amount of rent is paid each month. I leave it to the parties to discuss whether part of the premises can be rented to another party. In my opinion, monthly payments of at least \$350, in addition to the rent is reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2824.30 in monthly installments of no less than \$350. The first payment shall be made, along with the rent, on November 1, 2004 and paid thereafter on the first day of every month until the arrears are paid in full.

Should the respondents fail to make arrears payments in accordance with this order or fail to pay the rent on the days it is due, the applicant may file a future application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer