

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **MELINDA MACCAULEY AND KENNY STEWART**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**MELINDA MACCAULEY AND KENNY STEWART**

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 nine thousand three hundred dollars and thirty cents (\$9300.30).
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 ninety five dollars (\$395.00), the first installment being due no later than January 31, 2004 and payable 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 respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January, 2004.

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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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BETWEEN:

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Applicant/Landlord

-and-

**MELINDA MACCAULEY AND KENNY STEWART**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 6, 2004

**Place of the Hearing:** Tulita, NT

**Appearances at Hearing:** Helen Squirrel, representing the applicant  
Melinda McCauley, respondent

**Date of Decision:** January 6, 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 provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$9300.30. Two previous orders requiring the respondents to pay rent arrears have been issued.

The respondents did not dispute the allegations and indicated they would be able to pay the arrears in installments of \$395/month plus the assessed rent.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$9300.30. In my opinion, this tenancy should be allowed to continue only so long as the respondents pay rent on time and pay the accumulated arrears in a regular fashion. In my opinion, the respondents should be permitted to pay the arrears in installments of no less than \$395 every month plus the regularly assessed rent.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$9300.30. The respondents must pay the arrears in monthly installments of no less than \$395.

The first payment shall be due no later than January 31, 2004. Thereafter payments of arrears will

be due no later than the last day of each month. The respondents shall also be required to pay the full assessed rent on the days it is due.

Should the respondents fail to pay the rent on the days it is due or pay the rent arrears in accordance with this order, the landlord may make a future application seeking the lump sum payment of any balance and/or termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer