

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
VALERIE YAKELEYA, 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 **TULITA, NT.**

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

VALERIE YAKELEYA

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 six thousand seven hundred fifty three dollars (\$6753.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly installments of no less than one hundred dollars (\$100.00), the first installment being due no later than February 28, 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 respondent shall pay future rent on time.

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

Hal Logsdon
Rental Officer

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BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

VALERIE YAKELEYA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 6, 2004

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant
Valerie Yakeleya, respondent

Date of Decision: January 6, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent 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 \$6753. Two previous orders requiring the respondent to pay rent arrears have been issued.

The respondent did not dispute the allegations and indicated that she was starting a job in early February and would be able to pay the arrears in installments.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$6753. In my opinion, this tenancy should be allowed to continue only so long as the respondent pays rent on time and pays the accumulated arrears in a regular fashion. In my opinion, the respondent should be permitted to pay the arrears in installments of no less than \$100 every month plus the regularly assessed rent.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6753. The respondent must pay the arrears in installments of no less than \$100. The first payment shall be due no later than February 28, 2004. Thereafter payments of arrears will be due

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

Should the respondent 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.

Hal Logsdon
Rental Officer