

IN THE MATTER between **SACHS HARBOUR HOUSING ASSOCIATION**,
Applicant, and **FLORENCE ELANIK**, 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 **SACHS HARBOUR, NT**.

BETWEEN:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

- and -

FLORENCE ELANIK

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 eighteen thousand forty nine dollars and seventy six cents (\$18,049.76).
2. 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 20th day of April,
2004.

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:

SACHS HARBOUR HOUSING ASSOCIATION

Applicant/Landlord

-and-

FLORENCE ELANIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 20, 2004

Place of the Hearing: Sachs Harbour, via teleconference

Appearances at Hearing: Betty Haogak, representing the applicant
Florence Elanik, respondent

Date of Decision: April 20, 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 to pay future rent on time.

The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing as at February 19, 2004 in the amount of \$17,151.76. The applicant testified that since that time the March rent of \$624 and the April rent of \$624 had become due and a payment of \$350 had been received on April 1, 2004 bringing the balance owing to \$18,049.76.

The respondent did not dispute the allegations but stated that she had made arrangements with her employer to deduct \$350 from her pay each pay period and remit it to the landlord. The applicant indicated that they were satisfied with this arrangement.

While it appears that the parties have made satisfactory arrangements for the payment of the arrears, I note that the respondent has authorized deductions from her pay on several other occasions only to cancel the authorization. In my opinion, the landlords request for an order is reasonable.

I find the respondent in breach of her obligation to pay rent. I find the ledger in order and find the rent arrears to be \$18,049.76. An order shall issue requiring the respondent to pay the applicant

the rent arrears and to pay future rent on time.

Hal Logsdon
Rental Officer