

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TAMARA DOERING**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

TAMARA DOERING

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 two thousand four hundred fifty six dollars and fifty cents (\$2456.50).
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 payment being due on February 1, 2005 and payable thereafter on the first day of each month, along with the rent, until this order is fully satisfied.
3. Pursuant to sections 41(4)(b) and 45(4)(a) of the *Residential Tenancies Act*, the

respondent shall pay future rent and electrical charges on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of January,
2005.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

TAMARA DOERING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 5, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Tamara Doering, respondent

Date of Decision: January 5, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity on time. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2456.50. The applicant also provided a statement of the electrical account which indicated that the account was in arrears although the applicant testified that since the application was made, the account had been paid in full.

The respondent did not dispute the allegations and indicated that she was unable to pay the rent arrears before January 31, 2004. The parties consented to an order requiring the respondent to pay the rent arrears in installments of \$100/month along with the rent until the arrears were paid in full and requiring the rent and electrical charges to be paid in time.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2456.50. An order shall issue requiring the respondent to pay the rent arrears in installments of \$100/month, along with the monthly rent until the arrears are paid in full. The first payment shall be due on February 1, 2005. The respondent is also ordered to pay rent and electrical charges when they become due.

Should the respondent fail to make payments in accordance with this order or fail to pay the monthly rent on time, the applicant may file a future application seeking the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer