

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **MARY ANN TLOKKA AND LEONARD QUITTE**, 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 **RAE, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

MARY ANN TLOKKA AND LEONARD QUITTE

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 eight thousand eight hundred eighty four dollars and fifty five cents (\$8884.55).
2. Pursuant to section 82(4) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of sixty dollars (\$60.00). The first installment shall be due on October 1, 2005 and shall be payable thereafter on the first day of every month, along with the rent, until the rent arrears are paid in full.
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 20th day of September, 2005.

Hal Logsdon
Rental Officer

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R-5 (the "Act");

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BETWEEN:

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Applicant/Landlord

-and-

MARY ANN TLOKKA AND LEONARD QUITTE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 1, 2005

Place of the Hearing: Rae, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Mary Ann Tlokka, respondent
Leonard Quitte, respondent

Date of Decision: September 1, 2005

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 premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$8884.55. The respondents did not dispute the rent arrears and indicated they could pay the arrears in installments of \$60/month along with the rent. The proposed arrangement was acceptable to the applicant and the request to terminate the tenancy agreement was withdrawn.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$8884.55. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$8884.55 in monthly installments of \$60. The first payment shall be due, along with the rent, on October 1, 2005 and payable thereafter on the first day of every month until the rent arrears are paid in full. The respondents shall also be ordered to pay future rent on time.

Should the respondents fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent, 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