

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant,  
and **WENDY DUMAS**, 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 **HAY RIVER, NT.**

BETWEEN:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

- and -

**WENDY DUMAS**

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 three thousand six hundred thirteen dollars and fifty cents (\$3613.50).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears by paying the landlord four hundred dollars (\$400.00) every two weeks. The first payment shall be due on September 27, 2005. Payments shall be made every two weeks thereafter until the rent arrears are paid in full.

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 3rd day of October, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **HAY RIVER MOBILE HOME PARK LTD.**, Applicant, and **WENDY DUMAS**, 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.

BETWEEN:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

-and-

**WENDY DUMAS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 23, 2005

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Becky Schaub, representing the applicant  
Wendy Dumas, respondent

**Date of Decision:** September 23, 2005

**REASONS FOR DECISION**

The respondent indicated that her proper name was Wendy Dumas. The style of cause of the order shall reflect the proper name of the respondent.

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 statement of the rent account which indicated a balance of rent owing as at August 1, 2005 in the amount of \$4053.50. The respondent testified that since that date, the September, 2005 rent of \$220.00 had come due and two payments totalling \$660.00 had been made, bringing the balance owing to \$3613.50.

The respondent did not dispute the allegations and stated she would pay \$400.00 every two weeks commencing on September 27, 2005 until the rent was paid in full. The parties consented to an order setting out the payment of the arrears and rent in that fashion.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3613.50. An order shall issue requiring the respondent to pay the applicant \$400.00 every two weeks commencing on September 27, 2005 and to pay future rent on time.

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

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Hal Logsdon  
Rental Officer