

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **ERNEST TAKAZO**, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ERNEST TAKAZO

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 five thousand six hundred sixty two dollars and fifty five cents (\$5662.55).
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 March 31, 2005 and payable thereafter no later than the last day of every month, 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 10th day of February, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and **ERNEST TAKAZO**, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

ERNEST TAKAZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 10, 2005

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Margaret Sewi, representing the applicant
Ernest Takazo, respondent

Date of Decision: February 10, 2005

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 ledger in evidence which indicated a balance of rent owing in the amount of \$5662.55.

The respondent did not dispute the allegations and stated that he had made arrangements with his employer to deduct the monthly rent plus \$100.00 from his pay and remit it to the landlord. He stated that his employer had encountered some administrative difficulties with the process which resulted in some missed and late payments.

The applicant stated that they would be satisfied if the monthly rent was paid in time and an additional \$100.00 a month paid toward the arrears.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$5662.55. An order shall issue requiring the respondent to pay the rent arrears in monthly installments of no less than \$100 and to pay future rent on time. The first installment shall be due on March 31, 2005 and payable thereafter no later than the last day of each month until the rent arrears are paid in full.

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 requesting the lump sum payment of the balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer