

IN THE MATTER between **AKLAVIK & TUKTOYAKTUK FURS LTD.**, Applicant,
and **ROBERT MANGELANA**, 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 **TUKTOYAKTUK, NT.**

BETWEEN:

AKLAVIK & TUKTOYAKTUK FURS LTD.

Applicant/Landlord

- and -

ROBERT MANGELANA

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 eight hundred dollars (\$800.00).
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 31st day of March,
2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **AKLAVIK & TUKTOYAKTUK FURS LTD.**, Applicant,
and **ROBERT MANGELANA**, Respondent.

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BETWEEN:

AKLAVIK & TUKTOYAKTUK FURS LTD.

Applicant/Landlord

-and-

ROBERT MANGELANA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 22, 2005
<u>Place of the Hearing:</u>	Tuktoyaktuk, NT via teleconference
<u>Appearances at Hearing:</u>	Patricia Dillon, representing the applicant Robert Mangelana, respondent
<u>Date of Decision:</u>	March 22, 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 termination of the tenancy agreement unless the arrears were promptly paid.

The applicant provided a statement of the rent account which indicated that the March, 2005 rent of \$800 had not been paid. The applicant stated that since the application was made, the security deposit had been paid in full.

The respondent testified that a postal money order for the March rent in the amount of \$800 had been mailed to the applicant on March 16, 2005 and provided the registration number of the money order.

The written tenancy agreement between the parties requires the tenant to pay rent on the first day of each month. I find the respondent in breach of his obligation and find the rent arrears to be \$800. I am satisfied that the March rent is in transit to the landlord and see no reason to set a date by which the March rent must be received.

An order shall issue requiring the respondent to pay the rent arrears of \$800 and to pay future rent on time.

Hal Logsdon
Rental Officer