

IN THE MATTER between **TUKTOYAKTUK HOUSING ASSOCIATION**,
Applicant, and **MARY ANN TAYLOR**, 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:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

MARY ANN TAYLOR

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 nine hundred sixty eight dollars (\$968.00).
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 April 1, 2005 and payable thereafter on the first day of each 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of March, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

TUKTOYAKTUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

MARY ANN TAYLOR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 22, 2005

Place of the Hearing: Tuktoyaktuk, NT via teleconference

Appearances at Hearing: Lucille Pokiak, representing the applicant
Mary Ann Taylor, respondent

Date of Decision: 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 terminating the tenancy agreement.

The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$968.

The respondent did not dispute the allegations and indicated she could pay the arrears in monthly installments of \$100 along with the rent. The applicant accepted the arrangement and withdrew the request for an order terminating the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$968.

An order shall issue requiring the respondent to pay the rent arrears in installments of no less than \$100/month along with the monthly assessed rent. The first payment shall be due on April 1, 2005 and payments shall be made on the first of each month thereafter, until the rent arrears are paid in full. The respondent shall also be ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer