

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **SHERRY BOLT AND DAVID VILLA**, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

SHERRY BOLT AND DAVID VILLA

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 three thousand thirty nine dollars (\$3039.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than two hundred dollars (\$200.00), the first payment being due on January 31, 2006 and payable thereafter no later than the last day of each month 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 3rd day of January, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and **SHERRY BOLT AND DAVID VILLA**, 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.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

SHERRY BOLT AND DAVID VILLA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 3, 2006

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant
David Villa, respondent

Date of Decision: January 3, 2006

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 arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at January 3, 2006 in the amount of \$2372. The applicant testified that the January rent had not been posted to the ledger yet but was due on January 1, 2006 in the amount of \$667 bringing the balance owing to \$3039.

The respondent did not dispute the allegations.

The applicant stated that they would be willing to continue the tenancy agreement if the monthly rent plus \$200 was paid each month until the rent arrears were paid in full. The respondent agreed to the repayment plan.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3039. An order shall issue requiring the respondents to pay the rent arrears in monthly installments of \$200. The first payment shall be due on January 31, 2006. Payments shall be payable on the last day of each month thereafter until the arrears are paid in full. The respondents are also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer