

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **MARIE LAMOUELLE**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

MARIE LAMOUELLE

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 thirty thousand four hundred sixty three dollars (\$30,463.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly payments 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 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, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

MARIE LAMOUELLE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 24, 2006

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Marie Lamouelle, respondent

Date of Decision: January 24, 2006

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 between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$30,463. Numerous notices have been sent to the respondent demanding payment of rent and arrears.

The applicant stated that the rent for December, 2005 and January, 2006 should be \$1654 rather than \$1073. No documentation pertaining to the change was available at the hearing. Some days following the hearing, the applicant provided numerous documents adjusting the rent including adjustments not only for December, 2005 and January, 2006 but for a number of other months in 2005. All of these adjustments appear to have been made on February 2, 2006 and there is no evidence that the changes were made known to the applicant before the hearing. I shall not, therefore consider any of the adjustments made after the hearing date.

The respondent did not dispute the allegations and the parties agreed that the arrears could be paid in monthly installments of \$200. The applicant withdrew the request for termination of the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$30,463. An order shall issue requiring the respondent to pay the applicant rent arrears of \$30,463 in monthly payments of no less than \$200. The first payment will be due on January 31, 2006 and payments shall be made thereafter no later than the last day of each month until the rent arrears are paid in full. The respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer