

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JANET SADOWAY**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JANET SADOWAY

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 three thousand five hundred sixty dollars (\$3560.00).
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 two hundred dollars (\$200.00), the first payment being due on January 31, 2006 and payable thereafter no later than the last business day of each month, until the rent arrears are paid in full.

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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 18th day of January, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JANET SADOWAY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JANET SADOWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 17, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Janet Sadoway, respondent

Date of Decision: January 17, 2006

REASONS FOR DECISION

The respondent's name was incorrectly spelled on the application. The style of cause of the order shall reflect the correct spelling of the respondent's name.

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 arrears and terminating the tenancy agreement unless the arrears were paid in full

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3560.

The respondent questioned several entries on the statement and was satisfied that it represented the true balance owing. The respondent proposed that the rent arrears be paid in monthly installments of \$200. The applicant agreed to the proposed repayment schedule and the parties consented to an order requiring the respondent to pay future rent on time and to pay the arrears of \$3560 in monthly installments of \$200 commencing in January, 2006.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3560.

An order shall issue requiring the respondent to pay the rent arrears in monthly instalments of \$200 and to pay future rent on time. The first installment shall be due on January 31, 2006 and payable thereafter no later than the last business day of each month until the arrears are paid in full.

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

Hal Logsdon
Rental Officer