

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **RAYLENE TUCCARO AND ROD BEAULIEU**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**RAYLENE TUCCARO AND ROD BEAULIEU**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of repair of tenant damages in the amount of one thousand forty two dollars and eleven cents (\$1042.11).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the repair costs in monthly installments of no less than one hundred fifty dollars (\$150.00), the first payment being due on February 28, 2006 and payable thereafter no later than the last business day of each month, until the repair costs are paid in full.

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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 18th day of January, 2006.

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Hal Logsdon  
Rental Officer

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-and-

**RAYLENE TUCCARO AND ROD BEAULIEU**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** January 17, 2006

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Mary George, representing the applicant  
Raylene Tuccaro, respondent

**Date of Decision:** January 17, 2006

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair damages to the rental premises and failing to pay rent on the days it was due. The applicant testified that the landlord had completed the necessary repairs and Ms. Tuccaro had entered into an agreement to pay the costs in monthly installments of \$150. The applicant stated that all rent arrears had been paid. The applicant sought an order requiring the respondents to pay the remaining repair costs in installments of \$150/month and to pay future rent on time.

The applicant provided a statement of account in evidence which indicated a balance of repair costs due in the amount of \$1042.11. The statement also indicates that while there are no rent arrears, the monthly rent has not always been paid in advance in accordance with the tenancy agreement.

The respondent did not dispute the allegations and consented to an order requiring the payment of the repair costs in monthly installments of \$150.

I find the respondents in breach of their obligation to repair damages to the premises and in breach of their obligation to pay rent on the days it is due. I find the remaining repair costs to be \$1042.11.

An order shall issue requiring the respondents to pay the remaining repair costs of \$1042.11 in

monthly installments of no less than \$150, the first payment being due on February 28, 2006 and payable thereafter no later than the last business day of each month until the repair costs are paid in full. The order shall also require the respondents to pay future rent on time.

Should the respondents fail to make the payments in accordance with this order, the applicant may file a future application seeking the full, lump sum payment of the remaining amount and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer