

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CHERYL MOORE**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**CHERYL MOORE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seven hundred twenty dollars (\$720.00) in monthly installments of fifty dollars (\$50.00). The first payment shall be due on December 31, 2006 and payable thereafter on the last day of each month until the rent arrears are paid in full.
2. 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 6th day of  
December, 2006.

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Hal Logsdon  
Rental Officer

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and **CHERYL MOORE**, Respondent.

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**CHERYL MOORE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 28, 2006

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
Cheryl Moore, respondent  
Kerry King, representing the applicant

**Date of Decision:** November 28, 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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$720. The applicant also provided an agreement between the parties made on October 3, 2006 stating that the respondent would pay the rent plus \$50/month. The applicant testified that the agreement had been breached.

The respondent stated that she thought the income used to calculate her rent was incorrect for some months. The respondent did not produce any evidence to indicate that the household income was any different than the amounts shown on the assessment forms provided in evidence by the applicant. Without evidence to the contrary, I can not find any flaw in the assessment documents.

The respondent stated that she was unable to afford payments in excess of \$50/month but could pay that amount as well as the assessed rent until the rent arrears were paid.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$720. In my opinion, the tenancy agreement should be permitted to continue provided the respondent

pays the monthly rent plus \$50/month until the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$720 in monthly installments of no less than \$50. The installments shall be paid no later than the last day of each month until the rent arrears are paid in full. The first payment shall be due on December 31, 2006. The respondent is also ordered to pay future rent on time.

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

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Hal Logsdon  
Rental Officer