

IN THE MATTER between **HOLMAN HOUSING ASSOCIATION**, Applicant, and **IRENE AKHIATAK**, 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 **HOLMAN, NT**.

BETWEEN:

**HOLMAN HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**IRENE AKHIATAK**

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 one thousand one hundred sixty dollars (\$1160.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in bi-weekly payments of no less than one hundred dollars (\$100.00), the first payment being due on February 14, 2006.

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 15th day of February, 2006.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **HOLMAN HOUSING ASSOCIATION**, Applicant, and **IRENE AKHIATAK**, 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.

BETWEEN:

**HOLMAN HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**IRENE AKHIATAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 13, 2006

**Place of the Hearing:** Holman, NT via teleconference

**Appearances at Hearing:** Karen Kitekudlak, representing the applicant  
Irene Akhiatak, respondent

**Date of Decision:** February 13, 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 arrears. The applicant stated that since the application was filed the parties had entered into an agreement whereby the rent arrears would be paid in bi-weekly installments. The applicant withdrew the request for an order terminating the tenancy agreement.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing as at January 3, 2006 in the amount of \$1128. The applicant testified that since that date the February, 2006 rent had come due in the amount of \$32 and no payments of rent had been received, bringing the balance owing to \$1160.

The respondent did not dispute the allegations and confirmed that an agreement had been made to pay the arrears in installments.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1160.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1160. The respondent may pay these arrears in accordance with the agreement between the parties. Payments of no less than \$100 shall be made bi-weekly with the first payment being due on February 14, 2006. The order shall also require the respondent 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 full payment of any outstanding balance and termination of the tenancy agreement.

---

Hal Logsdon  
Rental Officer