

IN THE MATTER between **HOLMAN HOUSING ASSOCIATION**, Applicant, and **EARL 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 **YELLOWKNIFE, NT**.

BETWEEN:

HOLMAN HOUSING ASSOCIATION

Applicant/Landlord

- and -

EARL 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 nine hundred sixty dollars (\$960.00).
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 fifty dollars (\$50.00), payable on the first day of every month, along with the rent, until the rent arrears are paid in full. The first payment shall be due on March 1, 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 **EARL 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-

EARL 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
Earl 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 and termination of the tenancy agreement unless the arrears were promptly paid.

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 \$928. 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 \$960.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$960.

In my opinion, the tenancy should be allowed to continue provided the respondent pays the monthly rent and scheduled payments of the arrears.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$960. The applicant may pay these arrears in monthly payments of no less than \$50, the first payment being due on March 1, 2006 and payable thereafter no later than the first day of every month until the rent arrears are paid in full. 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