

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **JODY WILLIAMS AND WANDA SABOURIN**, 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 **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JODY WILLIAMS AND WANDA SABOURIN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand eight hundred forty one dollars and thirty five cents (\$2841.35).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondents shall pay the rent arrears in five equal payments of five hundred sixty eight dollars and twenty seven cents (\$568.27). The first payment shall be due on November 30, 2007 and the remaining payments due no later than the last day of each following month.

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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 25th day of October, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

JODY WILLIAMS AND WANDA SABOURIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 22, 2007**

Place of the Hearing: **Fort Providence, NT via teleconference**

Appearances at Hearing: **Loretta Landry, representing the applicant**
Jody Williams, respondent
Wanda Sabourin, respondent

Date of Decision: **October 22, 2007**

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged arrears and terminating the tenancy agreement on January 31, 2008 unless the alleged arrears were paid in full.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$3041.35. The applicant stated that a payment of \$200 had been made earlier that day bringing the balance owing to \$2841.35.

The respondents did not dispute the allegations and stated that they did not believe they could pay the arrears by January 31, 2008. The applicant stated that they would not object to the continuation of the tenancy agreement if the arrears were fully paid by March 31, 2008.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2841.35.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2841.35. The arrears shall be paid in five installments of \$568.27, the first installment becoming due on November 30, 2007. The remaining four payments shall be made no later than the last day of each following month. The respondents are also ordered to pay the monthly assessed rent on time in the future.

Should the respondents fail to pay the arrears in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the cancellation of this order and ordering the full payment of the remaining balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer