

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TRACY DOLPHUS**, 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 -

TRACY DOLPHUS

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 two thousand four hundred sixty four dollars (\$2464.00).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent shall pay the rent arrears in monthly instalments of no less than two hundred dollars (\$200.00), the first payment becoming due no later than November 30, 2007 and payable thereafter on the last day of every month, until the rent arrears are paid in full.

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 26th day of November, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **TRACY DOLPHUS**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

TRACY DOLPHUS

Respondent/Tenant

AMENDED REASONS FOR DECISION

Date of the Hearing: November 9, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Tracy Dolphus, respondent

Date of Decision: November 9, 2007

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 between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3841. The applicant stated that they were not seeking the November, 2007 rent which was assessed at the full unsubsidized rate of \$1369.

The Assessment History Report, provided in evidence by the applicant indicated assessed rents which were different than those indicated on the landlord's statement. The difference was \$8. The applicant stated that the respondent's rent had been adjusted by \$8 due to the birth of her child and the ledger had not been adjusted accordingly.

The respondent did not dispute the allegations and stated that she could pay the arrears in monthly installments of \$200. The applicant agreed with the repayment proposal and withdrew the request for an order terminating the tenancy agreement.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2464 calculated as follows:

Arrears as per ledger	\$3841.00
less November/07 rent	(1369.00)
less adjustment	<u>(8.00)</u>
Amount owing applicant	\$2464.00

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2464. The arrears shall be paid in monthly installments of no less than \$200, the first payment becoming due on November 30, 2007 and payable thereafter no later than the last day every month, until the arrears are paid in full. The respondent is also ordered to pay the monthly 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 a another application seeking the full payment of any balance and termination of the tenancy agreement.

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

Hal Logsdon
Rental Officer