

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **LUCY ANN KENNY**, 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 -

**LUCY ANN KENNY**

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 fourteen dollars and twenty nine cents (\$2014.29).
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 twenty five dollars (\$25.00), 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.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**LUCY ANN KENNY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 9, 2007

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
Lucy Ann Kenny, 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 \$2014.29.

The respondent did not dispute the allegations and stated that she could pay the arrears in monthly installments of \$25. The applicant agreed with the repayment proposal and withdrew the request for an order terminating the tenancy agreement.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2014.29.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$2014.29. The arrears shall be paid in monthly installments of no less than \$25, 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.

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Hal Logsdon  
Rental Officer