

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **VICTOR STEWART**, 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 **FORT MCPHERSON, NT** .

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

VICTOR STEWART

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 five thousand nine hundred sixty eight dollars and fifty nine cents (\$5968.59).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent shall pay the rental arrears in monthly installments of no less than one hundred dollars (\$100.00), the first payment becoming due on February 28, 2007 and payable thereafter no later than the last day of every month until the rent arrears are paid in full.

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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 28th day of January, 2007.

Rental Officer

Hal Logsdon

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BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

-and-

VICTOR STEWART

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 25, 2007

Place of the Hearing: Fort McPherson, NT via teleconference

Appearances at Hearing: Shirley Wilson, representing the applicant
Victor Stewart, respondent

Date of Decision: January 25, 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. The premises are subsidized public housing.

The applicant provided a copy of the rent ledger which indicated a balance of rent owing in the amount of \$5968.59.

The respondent did not dispute the allegations and stated that he could pay the rent arrears in monthly installments of \$100.

I note that the respondent makes regular payments of rent but they are often insufficient to cover the full amount of rent charged. In my opinion, the tenancy agreement should be allowed to continue provided the respondent can make the regular payments of \$100 and pay the full amount of the assessed rent each month on the day it is due.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5968.59 in monthly payments of no less than \$100. The first payment shall be due no later than February 28, 2007 and payable thereafter no later than the last day of every month until the rent arrears are paid in full. The respondent shall also pay the regular 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 another application seeking the full amount of any outstanding balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer