

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,
Applicant, and **KRISTA JEROME AND JOHN J. ROBERT**, 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 MCPHERSON, NT.**

BETWEEN:

FORT MCPHERSON HOUSING ASSOCIATION

Applicant/Landlord

- and -

KRISTA JEROME AND JOHN J. ROBERT

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand thirteen dollars (\$2013.00) in monthly installments of no less than one hundred fifty dollars (\$150.00), the first payment becoming due on July 31, 2007 and payable thereafter no later than the last day of every month, until the rent arrears are paid in full.
2. 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 27th day of June,
2007.

Hal Logsdon
Rental Officer

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 rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2013. The applicant also provided an agreement made in September, 2006 whereby the respondents acknowledged rent arrears of \$1194 and agreed to pay the arrears in monthly installments of \$250 commencing in October, 2006.

The respondents did not dispute the allegations. The respondents acknowledged that they had breached the previous agreement with the landlord and stated that they had overestimated their ability to pay the required monthly payment of \$250. The respondents stated that they would be able to pay monthly payments of \$150 as well as the monthly assessed rent. The applicant consented to an order requiring that the arrears be paid in monthly installments of \$150 and that the monthly rent be paid on time.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2013. An order shall issue requiring the respondents to pay the rent arrears in monthly installments of at least \$150, payable on the last day of every month until the arrears are paid in

full. The first payment shall be due on July 31, 2007. The order shall also require the respondents to pay the monthly rent on time.

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

This decision was provided to both parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer