

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and  
**TROY RUTTLE AND DORIS MARTINEAU**, 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 SIMPSON, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**TROY RUTTLE AND DORIS MARTINEAU**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand two hundred three dollars (\$2203.00). The respondents shall pay the arrears in monthly payments of three hundred dollars (\$300.00), payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on September 30, 2010.
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 26th day of August,  
2010.

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Hal Logsdon  
Rental Officer

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-and-

**TROY RUTTLE AND DORIS MARTINEAU**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 26, 2010

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

**Appearances at Hearing:** Lorayne Menicoche Moses, representing the applicant  
Doris Martineau, respondent

**Date of Decision:** August 26, 2010

### **REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant stated that since the application was made the parties had come to an agreement as to how the rent arrears would be paid. The applicant withdrew their request for an order terminating the tenancy agreement in favour of an order requiring the respondents to pay the monthly rent on time and to pay the rent arrears in accordance with their agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at July 1, 2010 of \$2454. The applicant testified that since that date, the August, 2010 rent of \$49 had come due and a payment of \$300 had been made by the respondents bringing the balance owing to \$2203.

The respondent did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2203. The parties consented to an order requiring the respondents to pay the monthly rent on time and to pay the rent arrears in monthly payments of \$300 payable on the last day of every month until the rent arrears are paid in full, the first payment becoming due on September 30, 2010. That order shall issue.

Should the respondents fail to pay the monthly rent on time or fail to pay the arrears in

accordance with this order, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer