

IN THE MATTER between **N.T.H.C.**, Applicant, and **A.B.**, 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 a rental
premises located within the **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

A.B.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 13, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	M.B., representing the Applicant
	A.B., Respondent
<u>Date of Decision:</u>	December 13, 2022

REASONS FOR DECISION

The parties entered into a number of successive term tenancy agreements beginning in October 2012. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of the rent and sought an order requiring the Respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at December 1, 2022 in the amount of \$4619.52. The Applicant stated that no additional payments had been made since that date.

The Respondent did not dispute the allegation and stated that he had made preliminary arrangements with his employer to deduct \$400 to \$500 bi-weekly from his pay and remit it to the Applicant. The Applicant stated that they would be satisfied with a repayment arrangement and withdrew the request for termination.

I find the lease balance statement in order and find the Respondent in breach of his obligation to pay rent. I find rent arrears of \$4619.52. I shall not incorporate a specific payment plan in the order, leaving it to the parties to make the necessary arrangements with the Respondent's employer.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$4619.52 and to pay future rent on time.

Hal Logsdon
Rental Officer