

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **SHEILA KARKAGIE AND CAMILLE NEYELLE**, 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 **TULITA, NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

SHEILA KARKAGIE AND CAMILLE NEYELLE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of sixteen thousand eighty seven dollars (\$16,087.00). The respondents may pay the arrears in monthly installments of no less than three hundred dollars (\$300.00), the first installment 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 26th day of July, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and
SHEILA KARKAGIE AND CAMILLE NEYELLE, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

SHEILA KARKAGIE AND CAMILLE NEYELLE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 18, 2007
<u>Place of the Hearing:</u>	Tulita, NT via teleconference
<u>Appearances at Hearing:</u>	Helen Squirrel, representing the applicant Camille Neyelle, respondent
<u>Date of Decision:</u>	July 18, 2007

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 \$17,739.80. A copy of the tenancy agreement was also provided in evidence. The tenancy agreement commenced on April 18, 2006 and was made between the applicant and the respondents as joint tenants. The balance of \$17,739.80 includes \$1652 brought forward from a previous tenancy agreement. The previous tenancy agreement was made between the Fort Norman Housing Association and Sheila Mackenizo as sole tenant.

The respondents did not dispute the rent arrears and offered to pay the arrears in monthly installments of \$300. The applicant accepted the offer and withdrew the request for an order terminating the tenancy agreement.

I find the respondents in breach of their obligation to pay rent and find rent arrears for this tenancy agreement to be \$16,087 calculated as follows:

Rent arrears as per ledger	\$17,739.80
Less amount from previous tenancy	<u>(1652.80)</u>
Rent arrears	\$16,087.00

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$16,087. The respondents may pay the arrears in monthly installments of no less than \$300.00 in addition to the monthly assessed rent. The first arrears installment shall become due on July 31, 2007 and shall be payable thereafter no later than the last day of every month until the rent arrears are paid in full. The respondents are also ordered 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 rent on time, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer
