

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DANIEL MINOZA JR. AND LEONIE LAFFERTY**, 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 PROVIDENCE, NT.**

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

DANIEL MINOZA JR. AND LEONIE LAFFERTY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of
November, 2002.

Hal Logsdon
Rental Officer

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Applicant, and **DANIEL MINOZA JR. AND LEONIE LAFFERTY**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

DANIEL MINOZA JR. AND LEONIE LAFFERTY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 4, 2002

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant
Leonie Lafferty, respondent

Date of Decision: November 4, 2002

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 applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$655.

The tenant did not dispute the allegations but stated that the respondent, Daniel Minoza Jr. vacated the premises in September, 2002. The applicant testified that they had not been notified. In my opinion, the landlord is entitled to notice and the option to enter into a new tenancy agreement with the remaining joint tenant. As no notice was given and no new tenancy agreement made, I find both joint tenants responsible for the rent arrears which I find to be \$655.

An examination of the tenant ledger indicates that reasonably consistent payments of \$100/month have been made since the issuance of an order in December, 2000. That order required the respondents to pay the rent on time plus \$100/month until the rent arrears were paid in full. While it is true that several months were missed and the total payment each month was only \$100, the rent arrears have been gradually reduced from \$1493 to \$655. In my opinion, the termination of the tenancy agreement would not serve to ensure the continuation of this trend, which is in the right direction. The applicant agreed at the hearing that the previously ordered payments of \$100/month plus the regular rent (which is currently \$32) should continue.

With the consent of the applicant, the previous order shall stand and this application shall be dismissed. The respondents shall continue to pay the outstanding balance of rent, which is currently \$655, in monthly installments of no less than \$100 along with the current rent until the rent arrears are paid in full.

Hal Logsdon
Rental Officer