

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and **ALBERTINE EYAKFWO AND NOEL FOOTBALL**, 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 **RAE-EDZO, NT**.

BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

- and -

ALBERTINE EYAKFWO AND NOEL FOOTBALL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seventeen thousand four hundred forty four dollars (\$17,444.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than one four hundred sixty one dollars (\$461), the first payment becoming due on December 1, 2004 and payable thereafter on the first day of each month, along with the assessed rent, until the rent arrears are paid in full.

3. 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 13th day of November, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

ALBERTINE EYAKFWO AND NOEL FOOTBALL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 9, 2004

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Albertine Eyakfwo, respondent

Date of Decision: November 9, 2004

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. The applicant stated that the parties had come to an agreement concerning the payment of the arrears and withdrew the request for termination of the tenancy agreement in favour of an order requiring the arrears to be paid in monthly installments of \$461, along with the rent.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$17,444.

The respondent did not dispute the amount of rent owing and consented to an order requiring the payment of the arrears in monthly installments of \$461/month along with the rent.

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$17,444. An order shall issue requiring the respondents to pay the rent arrears in monthly installments of \$461, the first payment becoming due on December 1, 2004 and payable on the first day of every month thereafter until the rent arrears are paid in full. The order shall also require the respondents to pay future rent on time.

Should the respondents fail to pay the rent arrears in accordance with the order or fail to pay the

monthly rent on time, the applicant may file a future application seeking the full payment of any balance of arrears and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer