

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **NOLEEN HARDISTY**, 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 the rental premises at **FORT SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

NOLEEN HARDISTY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand six hundred forty seven dollars and fourteen cents (\$1647.14).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly payments of no less than one hundred fifty dollars (\$150.00), the first payment being due on December 1, 2004 and payable thereafter on the first day of each month, along with the rent, until the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of November, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **NOLEEN HARDISTY**, 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.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

NOLEEN HARDISTY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 25, 2004

Place of the Hearing: Fort Simpson, NT via videoconference

Appearances at Hearing: Hilda Gerlock, representing the applicant
Ann McKee, representing the applicant
Noleen Hardisty, respondent

Date of Decision: November 25, 2004

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 between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1647.14.

The respondent did not dispute the allegations.

The parties agreed that the rent arrears could be paid in monthly installments of \$150 along with the rent until the rent arrears were paid in full and the applicant withdrew the request for termination of the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1647.14. An order shall issue requiring the respondent to pay the arrears in installments of \$150/month, along with the rent until the arrears are paid in full. The first payment shall be due on December 1, 2004. The order shall also require the respondent to pay future rent on time.

Should the respondent fail to pay the arrears or monthly rent in accordance with this order, the applicant may file a future application to rescind this order and require the lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer