

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **MARK HARRISON**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

- and -

**MARK HARRISON**

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 two thousand sixty nine dollars and forty three cents (\$2069.43).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 5616 - 50A Avenue, Yellowknife, NT shall be terminated on February 8, 2005 and the respondent shall vacate the premises on that date unless the respondent has made payments to the applicant of at least one thousand dollars (\$1000.00) since the date of the hearing.

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3. Pursuant to section 82(2) of the *Residential Tenancies Act*, provided that the required payments are made on or before February 8, 2005 and the tenancy agreement continues, the respondent may pay the balance of the outstanding rent arrears in monthly payments of one hundred fifty dollars (\$150.00), payable along with the monthly assessed rent. The first payment shall be payable on March 1, 2005 and payable thereafter on the first day of every month until the rent arrears are paid in full.
  
4. 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 26th day of January, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

-and-

**MARK HARRISON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 25, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Roberta Bulmer, representing the applicant  
Mark Harrison, respondent

**Date of Decision:** January 26, 2005

**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 termination of the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$2069.43. The applicant stated that the balance also included previous charges for electricity which were paid on behalf of the respondent. The applicant stated that the respondent was now paying for the monthly electricity directly to the supplier.

The respondent did not dispute the allegations and stated that he was now receiving the child tax credit and intended to seek custody of his two children. He also stated that his rent was being paid by the income support program and he could afford to pay an additional \$150/month until the rent arrears were paid. The applicant did not wish to entertain a scheduled payment of the rent arrears.

I note from the rent ledger that the bulk of the rent arrears and problems with the electrical account occurred between April and August, 2004. During that period, charges for electricity, rent and a broken window totalled more than \$2350 while the respondent paid only \$800 to the landlord. Since that time however, the balance has marginally decreased and monthly rent payments, although not paid on time, have been consistent. It does not appear that the applicant

will lose any more rent if the trend continues. There is however the matter of the January, 2005 rent which remains unpaid. In my opinion, the respondent should be permitted to continue as tenant provided he promptly pays the January, 2005 rent and demonstrates his continued ability and willingness to pay future rent by paying the February rent in a timely manner. If those payments are made, I believe the tenant should be permitted to pay the remaining arrears in monthly instalments.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2069.43. An order shall issue terminating the tenancy agreement on February 8, 2005 and requiring the respondent to vacate the premises unless payments of no less than \$1000 are made to the applicant from the date of the hearing. This payment represents the January, 2005 and February 2005 rent. Provided this payment is made on or before February 8, 2005 the tenancy shall continue and the respondent may pay the remaining rent arrears in monthly installments along with the rent until the arrears are paid in full. The first installment shall be due on March 1, 2005. The respondent shall also pay all future rent on time. Should the respondent fail to pay the arrears in accordance with this order or fail to pay the monthly assessed rent on time, the applicant may file a future application seeking the lump sum balance of any remaining balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer