

IN THE MATTER between **RAE-EDZO HOUSING AUTHORITY**, Applicant, and
RITA LAFFERTY AND SAMUEL CHOCOLATE, 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 -

RITA LAFFERTY AND SAMUEL CHOCOLATE

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 three hundred thirty four dollars and sixty three cents (\$17,334.63).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly payments of no less than fifty dollars (\$50.00), payable along with the monthly rent on the first day of each month, until the rent arrears are paid in full. The first payment shall be due on February 1, 2006.

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 2nd day of February, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

RAE-EDZO HOUSING AUTHORITY

Applicant/Landlord

-and-

RITA LAFFERTY AND SAMUEL CHOCOLATE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 24, 2006

Place of the Hearing: Rae-Edzo, NT

Appearances at Hearing: Robert Richardson, representing the applicant
Rita Lafferty, respondent
Samuel Chocolate, respondent

Date of Decision: January 24, 2006

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 between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$17,334.63. Numerous notices have been sent to the respondents demanding payment of rent and arrears.

The respondents questioned the assessment of the current rent, stating that Mr. Chocolate had been laid off in March, 2005. The applicant provided the income information provided for the assessment and stated that it was based on income from employment insurance. The parties agreed to monthly arrears payments of \$50 in addition to the rent and the applicant withdrew the request to terminate the tenancy agreement.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$17,334.63.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$17,334.63 in monthly payments of no less than \$50. The first payment will be due, along with the monthly rent, on February 1, 2006 and payable thereafter on the first day of every month until the rent

arrears are paid in full. The respondents are also ordered to pay future rent on time.

Should the respondents fail to make arrears payments in accordance with this order or fail to pay the monthly rent on time, the applicant may file a future application seeking full payment of any remaining balance and termination of the tenancy agreement

Hal Logsdon
Rental Officer