

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
MAVIS BATON, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

MAVIS BATON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of five thousand four hundred seventy two dollars (\$5472.00). The respondent shall pay the rent arrears in monthly installments of no less than forty eight dollars (\$48.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due no later than December 31, 2009.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all

future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of
December, 2009.

Hal Logsdon
Rental Officer

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MAVIS BATON, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

MAVIS BATON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 25, 2009

Place of the Hearing: Deline, NT

Appearances at Hearing: Phebie Kenny, representing the applicant
Mavis Baton, respondent

Date of Decision: November 25, 2009

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 premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5472. The applicant stated that all of the rent had been assessed based on the respondent's household income.

The respondent did not dispute the allegations. The applicant stated that the parties had come to an agreement regarding the payment of the arrears and withdrew the request for termination of the tenancy agreement in favour of an order to pay the arrears in accordance with their agreement. The parties consented to an order requiring the respondent to pay the monthly rent on time and to pay an additional \$48/month until the rent arrears were paid in full.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5472. An order shall issue requiring the respondent to pay the monthly assessed rent on time and to pay the rent arrears in monthly installments of \$48 payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on December 31, 2009.

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

monthly rent on time, the applicant may file another application seeking the full payment of any outstanding balance and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer