

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
LAWRENCE WELLIN AND CECILE WELLIN, 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 **BEHCHOKO (EDZO), NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

LAWRENCE WELLIN AND CECILE WELLIN

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of thirty six thousand one hundred dollars (\$36,100) in monthly installments of five hundred dollars (\$500.00), payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on June 30, 2010.
2. 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 25th day of May,
2010.

Hal Logsdon
Rental Officer

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BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

LAWRENCE WELLIN AND CECILE WELLIN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 20, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Michael Keohane, representing the applicant
Cecile Wellin, respondent by telephone

Date of Decision: May 20, 2010

REASONS FOR DECISION

Ms Wellin's first name is incorrectly spelled on the application. The style of cause of the order has been amended to reflect the proper spelling of her name.

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing as at March 1, 2010 in the amount of \$35,050. The applicant testified that since that time the April and May rents of \$1025/month had come due and a payment of \$1000 had been made on April 19, 2010 bringing the balance owing to \$36,100.

The applicant indicated that they would agree to continue the tenancy provided the respondents paid the monthly rent plus an additional \$500/month until the rent arrears were paid in full.

The respondents did not dispute the allegations and stated that they would pay the monthly rent plus an additional \$500 until the rent arrears were paid.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$36,100. An order shall issue requiring the respondents to pay the applicant rent arrears of

\$36,100 in monthly installments of \$500 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on June 30, 2010. The respondents are also ordered to pay the monthly rent on time.

Should the respondents 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 balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer