

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 amendments thereto;

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 section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit #0022, Deline, NT shall be terminated on November 15, 2010 and the respondent shall vacate the premises on that date, unless payments of no less than five hundred thirty three dollars (\$533.00) have been paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of October,  
2010.

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Hal Logsdon  
Rental Officer

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.

BETWEEN:

## DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

MAVIS BATON

Respondent/Tenant

## REASONS FOR DECISION

**Date of the Hearing:** **October 14, 2010**

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

**Appearances at Hearing:**                Leslie Baton, representing the applicant  
Mavis Baton, respondent

**Date of Decision:**                      **October 14, 2010**

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and had breached a previous order issued by a rental officer. The applicant sought an order rescinding the previous order and requiring the respondent to pay the alleged rent arrears in full and terminating the tenancy agreement unless those arrears were promptly paid. The premises are subsidized public housing.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$5477. All of the rent has been adjusted based on the reported household income.

A previous order (file 20-11085, filed on December 2, 2009) required the respondent to pay rent arrears of \$5472 in monthly installments of no less than \$48 and to pay the monthly rent on time.

The respondent did not dispute the allegations but stated that she could catch up on the arrears payments. The applicant agreed to continue the tenancy if the arrears payments were promptly brought up to date and the respondent complied with the existing order.

The respondent has paid all of the rent that has come due since the order was issued except for \$5. The respondent has failed to make any of the arrears payments which now amount to \$480. Therefore, in order to bring the order repayment schedule current, the respondent must pay the

applicant \$485. The October, 2010 arrears payment is due on October 31 and will be an additional \$48.

In my opinion, it is reasonable to maintain the previous order in effect but require the respondent to catch up with the ordered payments no later than November 15, 2010. In my opinion, there are sufficient grounds to terminate the tenancy agreement on that date unless the respondent makes sufficient payments to comply with the previous order.

The previous order shall remain in effect. An order shall issue terminating the tenancy agreement on November 15, 2010 unless payments totalling \$533 are made to the applicant by the respondent.

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Hal Logsdon  
Rental Officer