

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **LEE ANN RABESCA AND CHRISTOPHER FOOTBALL**, Respondents;

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 **WEKWEETI, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

LEE ANN RABESCA AND CHRISTOPHER FOOTBALL

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 twenty one thousand three hundred seventy seven dollars (\$21,377.00).
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 21st day of February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **LEE ANN RABESCA AND CHRISTOPHER FOOTBALL**, 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.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

LEE ANN RABESCA AND CHRISTOPHER FOOTBALL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 16, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Jessica Relucio, representing the applicant
Lee Ann Rabesca, respondent

Date of Decision: February 16, 2012

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. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing as at October 1, 2011 in the amount of \$19,233. The applicant stated that since that time the November and December, 2011 and the January and February, 2012 rents had come due (the monthly rent was \$536) and no payments had been received, bringing the balance owing to \$21,377.

The respondent did not dispute the allegations. Although the applicant was willing to make an arrangement for payment of the arrears, the respondent was unwilling to agree to any specific payment plan.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$21,377. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$21,377 and to pay the monthly rent on time in the future.

Hal Logsdon
Rental Officer