

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
DARLENE ROSS AND KELLY YEW, 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 **HAY RIVER, NT**.

BETWEEN:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

- and -

DARLENE ROSS AND KELLY YEW

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 three thousand five hundred fifteen dollars and seventy nine cents (\$3515.79). The rent arrears shall be paid in monthly installments of two hundred dollars (\$200.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 29, 2012.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of
February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **HAY RIVER HOUSING AUTHORITY**, Applicant, and
DARLENE ROSS AND KELLY YEW, 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:

HAY RIVER HOUSING AUTHORITY

Applicant/Landlord

-and-

DARLENE ROSS AND KELLY YEW

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 10, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Christine Smith, representing the applicant
Darlene Ross, respondent

Date of Decision: February 10, 2012

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing of \$3515.79. The applicant stated that an agreement to pay the rent arrears had been made with the respondent but had been breached.

The respondent did not dispute the allegations and stated that they would pay the monthly rent plus an additional \$200/month until the rent arrears were paid in full. The applicant agreed to continue the tenancy agreement if the respondents paid the rent arrears in that manner and paid the monthly assessed rent on time.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$3515.79.

An order shall issue requiring the rent arrears of \$3515.79 to be paid in monthly installments of \$200 payable on the last day of every month until the rent arrears are paid in full the first payment shall be due on February 29, 2012. The respondents are also ordered to pay the monthly assessed rent on time.

Hal Logsdon
Rental Officer