

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **WAYNE KING**, 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 **FORT RESOLUTION, NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

WAYNE KING

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 seven hundred twenty dollars (\$5720.00) in monthly installments of one hundred dollars (\$100.00), payable on the last day of every month until the rent arrears are paid in full. The first payment of rent arrears shall be due on December 31, 2014.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of January,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**,
Applicant, and **WAYNE KING**, 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:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

WAYNE KING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 11, 2014

Place of the Hearing: Fort Resolution, NT

Appearances at Hearing: Elizabeth Ann McKay, representing the applicant
Wayne King, respondent
Lisa Tudor, representing the respondent

Date of Decision: December 11, 2014

REASONS FOR DECISION

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$5720. The applicant stated that all of the assessed rent had been calculated based on the reported household income of the respondent in accordance with the approved rent scale. The applicant stated that the respondent had promised to pay the monthly rent plus an addition \$100/month commencing in May, 2014 and signed an agreement to that effect. The applicant alleged that the agreement had been breached.

The respondent did not dispute the allegations and stated that he could pay the arrears in accordance with the previous agreement. The applicant agreed to continue the tenancy provided that the agreement was not breached again.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$5720.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay an

additional \$100/month, no later than the last day of every month, to be applied against the rent arrears until they are paid in full. The first payment of arrears shall be due on December 31, 2014.

Should the respondent fail to pay the monthly rent on time or fail to make the ordered payments of arrears, the applicant may file another application seeking the full payment of any 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