IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **MEGAN MCPHERSON**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") as amended;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **TULITA**, **NT**.

BETWEEN:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

- and -

MEGAN MCPHERSON

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 of three thousand fifty dollars (\$3050.00) 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 shall be due on February 28, 2015.
- 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 3rd day of March, 2015.

Hal Logsdon	
Rental Officer	

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **MEGAN MCPHERSON**, 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:

TULITA HOUSING ASSOCIATION

Applicant/Landlord

-and-

MEGAN MCPHERSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 18, 2015

Place of the Hearing: Tulita, NT

Appearances at Hearing: Helen Squirrel, representing the applicant

Megan McPherson, respondent

Date of Decision: February 18, 2015

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. 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 \$3050.

The applicant stated that they would be willing to continue the tenancy agreement if the respondent paid the monthly rent on time plus another \$100/month until the rent arrears were paid in full.

The respondent did not dispute the allegations and stated that she could pay the monthly rent plus an additional \$100/month.

I find the rent statement in order and find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3050.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the applicant rent arrears of \$3050 in monthly installments of \$100 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on February 28, 2015.

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Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the full lump sum payment of any balance and termination of the tenancy agreement.

Hal Logsdon Rental Officer