

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
MIRANDA BATON-TANETON AND GARY TANITON, 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 **DELINE, NT**.

BETWEEN:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

- and -

MIRANDA BATON-TANETON AND GARY TANITON

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 nine hundred dollars (\$3900.00) in monthly installments of six hundred fifty dollars (\$650.00) payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on May 31, 2015.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay the monthly rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of May,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **DELINE HOUSING ASSOCIATION**, Applicant, and
MIRANDA BATON-TANETON AND GARY TANITON, 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:

DELINE HOUSING ASSOCIATION

Applicant/Landlord

-and-

MIRANDA BATON-TANETON AND GARY TANITON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 30, 2015

Place of the Hearing: Deline, NT via teleconference

Appearances at Hearing: Phebie Kenny, representing the applicant
Miranda Baton-Taneton, respondent

Date of Decision: April 30, 2015

REASONS FOR DECISION

The spelling of Mr. Taniton's family name is spelled incorrectly on the application. The order reflects the correct spelling of the respondents' names.

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

The applicant provided a statement of the rent account which indicated a balance of rent owing of \$3900. The applicant sought relief in that amount.

The respondent did not dispute the allegations and asked if she would be able to pay the rent arrears over a period of six months. The applicant agreed to withdraw the request for termination of the tenancy agreement in favour of an order to pay the rent arrears in six equal monthly payments of \$650 commencing in May, 2015.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3900. An order shall issue requiring the respondents to pay the applicant the rent arrears in six equal payments of \$650 payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on May 31, 2015.

Should the respondents fail to pay the rent arrears in accordance with the ordered schedule or fail to pay the monthly rent on the days it is due, the applicant may file another application seeking the full amount of the remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer