

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **SUSIE NIGIYOK**, 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 **ULUKHAKTOK, NT.**

BETWEEN:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

- and -

SUSIE NIGIYOK

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 \$23,793 in monthly installments of eighty four dollars (\$84.00), payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on August 31, 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 9th day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **ULUKHAKTOK HOUSING ASSOCIATION**, Applicant,
and **SUSIE NIGIYOK**, 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:

ULUKHAKTOK HOUSING ASSOCIATION

Applicant/Landlord

-and-

SUSIE NIGIYOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 29, 2015

Place of the Hearing: Ulukhaktok, NT

Appearances at Hearing: Sheila Nasogaluak, representing the applicant
Sadie Joss, representing the applicant
Susie Nigiyok, respondent

Date of Decision: July 29, 2015

REASONS FOR DECISION

The applicant alleged that the respondent 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 copy of the lease balance statement which indicated a balance of rent owing in the amount of \$23,793. The applicant also provided a copy of a repayment agreement dated October 21, 2014 whereby the respondent agreed to pay rent arrears of \$26,165 in monthly payment of \$84/month beginning on October 21, 2014.

The respondent did not dispute the allegations.

The lease balance statement does not show a balance of \$26,165 in October, 2014 so it is difficult to determine if the agreement has been breached. However, in terms of quantum of rent paid since the agreement was executed it is clear that the respondent has paid a sufficient amount to satisfy the agreement. In my opinion, termination and eviction are not reasonable in the circumstances and the tenancy agreement should be allowed to continue provided the respondent continues to pay the arrears in accordance with the agreement.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find

the rent arrears to be \$23,793. An order shall issued requiring the respondent to pay the applicant to pay the rent arrears of \$23,793 in accordance with the repayment agreement and to pay the monthly rent on time.

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

Hal Logsdon
Rental Officer