IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **STARLETTE RUBEN**, 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 **PAULATUK**, **NT**.

BETWEEN:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

- and -

STARLETTE RUBEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 4th day of November, 2015.

Hal Logsdon Rental Officer IN THE MATTER between **PAULATUK HOUSING ASSOCIATION**, Applicant, and **STARLETTE RUBEN**, 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:

PAULATUK HOUSING ASSOCIATION

Applicant/Landlord

-and-

STARLETTE RUBEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 8, 2015

Place of the Hearing: Paulatuk, NT via telephone

Appearances at Hearing: Lorna Neal, representing the applicant

Eileen Ruben, representing the applicant

Date of Decision: October 8, 2015

- 2 -

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was confirmed

delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay

rent on the days it was due. The applicant stated that all of the previous rent arrears had been paid

and withdrew their request for termination of the tenancy agreement and the eviction of the

respondent. The premises are subsidized public housing.

The applicant provided a lease balance statement and a copy of the tenancy agreement in

evidence. The tenancy agreement obligates the tenant to pay rent in advance on the first day of

every month. The lease balance statement indicates that the rent has not been paid on time since

December, 2014.

I find the respondent in breach of her obligation to pay rent on the days it is due. An order shall

issue requiring the respondent to pay future rent on time.

Hal Logsdon

Rental Officer