

IN THE MATTER between **TSIIGEHTCHIC HOUSING ASSOCIATION**, Applicant,
and **LAWRENCE FRANCIS**, 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 **TSIIGEHTCHIC, NT**.

BETWEEN:

TSIIGEHTCHIC HOUSING ASSOCIATION

Applicant/Landlord

- and -

LAWRENCE FRANCIS

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 one thousand eight hundred thirty dollars (\$1830.00) in monthly payments of fifty dollars (\$50.00) payable on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 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 3rd day of December, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **TSIIGEHTCHIC HOUSING ASSOCIATION**, Applicant,
and **LAWRENCE FRANCIS**, 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:

TSIIGEHTCHIC HOUSING ASSOCIATION

Applicant/Landlord

-and-

LAWRENCE FRANCIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 26, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Elaine Blake, representing the applicant
Lawrence Francis, respondent

Date of Decision: December 2, 2015

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and 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 two tenant ledger cards in evidence showing transactions from April 4, 2014 to March 16, 2015. The cards indicate a balance owing of \$2364.40 as at March 26, 2015. The applicant testified that the following transactions had occurred since that date bringing the current balance to \$1900. In fact, the entries provided by the applicant create a balance of \$1900.82.

Balance as per ledger	\$2364.40
April/15 rent	70.00
Payment April 15/15	(80.00)
May/15 rent	70.00
Payment May 7/15	(100.00)
June/15 rent	70.00
July/15 rent	70.00
Payment July 31/15	(70.00)
Payment July 31/15	(363.59)
Payment April 1/15	(199.99)
August/15 rent	<u>70.00</u>
Total	\$1900.82

The respondent did not dispute the amount owing and stated that he could pay the rent arrears in monthly installments of \$50.

The applicant was instructed to provide the rental officer with a full statement of account. She submitted a lease balance statement which included all transactions since the last zero balance. Although the balance on that statement also indicated a current balance of \$1900, the ledger was not consistent with the tenant ledger cards originally submitted in evidence.

The applicant provided an amended lease balance statement on November 5, 2015 which was consistent with the tenant ledger cards and provided a complete record of transactions. That ledger included a credit of \$70 which had been missed in the previously submitted evidence and indicated a balance of \$1830. I find that balance to be accurate.

The respondent does make payments of rent but they are often not on time or sufficient. In my opinion, he should be permitted to continue the tenancy as long as he pays the monthly rent plus an additional \$50/month. An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears in monthly installments of \$50, 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 December 31, 2015.

Hal Logsdon
Rental Officer