

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **COLLEEN STEVEN**, 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 **NORMAN WELLS, NT.**

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

COLLEEN STEVEN

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 16th day of March,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **COLLEEN STEVEN**, 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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

COLLEEN STEVEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 24, 2016

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Amanda Galati, representing the applicant
Janelle Butler, representing the applicant
Colleen Stevens, respondent

Date of Decision: February 24, 2016

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement and a previous order by failing to pay rent. The applicant stated that since the application was made, the respondent had paid all of the rent and currently had a credit balance. The applicant sought an order terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a lease balance statement in evidence which outlined all rent assessed and payments made during the term of the tenancy. A previous order (file #20-11918, filed on March 10, 2011) required the respondent to pay rent arrears of \$2759 and to pay future rent on time.

The respondent did not dispute the allegations but stated that she wished to continue the tenancy as it was important for her and her teenaged son.

I find the respondent in breach of her obligation to pay the monthly rent on time. She has been previously ordered to pay the rent when it is due but has continued to permit the rent account to fall into arrears. While there are certainly grounds to terminate the tenancy agreement, in my

opinion, the respondent should be given another opportunity to demonstrate that she will keep the rent account current in the future. The request for termination and eviction is denied but the respondent will be ordered to pay future rent on time.

Hal Logsdon
Rental Officer