

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **GEORGINA SARASIN**, 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,  
regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

- and -

**GEORGINA SARASIN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of eight hundred seventy nine dollars (\$879.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for electrical costs which were paid on behalf of the respondent in the amount of one thousand seventy five dollars and eighty two cents (\$1075.82).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to supply electricity to the rental premises.

4. 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 13th day of March, 2002.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **GEORGINA SARASIN**, 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:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

-and-

**GEORGINA SARASIN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 12, 2002

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Roberta Bulmer, representing the applicant

**Date of Decision:** March 13, 2002

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on March 3, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent or provide electricity to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and alleged costs for electricity paid by the applicant on behalf of the respondent. The applicant also requested an order requiring the respondent to comply with her obligation to pay for electricity by establishing an account with the supplier and to pay future rent on time.

At the hearing the applicant requested an order for termination on May 31, 2002 unless the arrears and electrical costs were paid. There was no request for termination of the tenancy agreement stated in the application or any indication that the respondent had been served with a notice of termination in accordance with section 54 of the *Residential Tenancies Act*.

The applicant provided a copy of the tenant ledger which indicated a balance of rent and electrical charges in the amount of \$2374.82. The applicant indicated that upon payment of the electrical charges, a rebate of \$420 would be applied to the account. Taking the rebate into consideration, I find the rent arrears to be \$879 and the electrical charges payable to be \$1075.82.

Section 14b of the written tenancy agreement between the parties obligates the respondent to provide electricity to the premises.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to provide electricity to the premises. An order shall be issued requiring the respondent to pay rent arrears to the applicant in the amount of \$879 and costs of electricity paid on behalf of the respondent in the amount of \$1075.82. The order shall also require the respondent to comply with her obligation to provide electricity to the rental premises and to pay all future rent on time.

The applicant's request for an order terminating the tenancy is denied. In my opinion, there should be clear indication either in the application or in a notice to the tenant, that the landlord will be seeking termination of the tenancy at the hearing. The applicant may, of course, file a future application seeking termination as a remedy should arrangements to satisfy this order prove unsatisfactory.

---

Hal Logsdon  
Rental Officer