

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ERIN WILSON**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

ERIN WILSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and electrical costs paid on her behalf in the amount of nine hundred thirty three dollars and forty eight cents (\$933.48).
2. Pursuant to section 14(6) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the required security deposit in the amount of five hundred thirty seven dollars and twenty two cents (\$537.22).
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2017 Sissons Court,

Yellowknife, NT shall be terminated on April 30, 2002 and the respondent shall vacate the premises on that date unless rental arrears and electrical costs in the amount of nine hundred thirty three dollars and forty eight cents (\$933.48) are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of April, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ERIN WILSON**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ERIN WILSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Erin Wilson, respondent

Date of Decision: April 9, 2002

REASONS FOR DECISION

The applicant alleged that the respondent has breached the tenancy agreement by failing to pay rent, failing to pay the required security deposit and failing to pay for electricity for the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears, balance of the security deposit and electrical charges paid on behalf of the respondent. The applicant also sought an order terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of \$933.48. The applicant testified that this balance included several charges for electricity which were paid on behalf of the respondent as well as rent. The applicant also provided statements of the electrical account as evidence.

The applicant provided a copy of the security deposit sub-ledger which indicated that payments of \$635 had been made. The required security deposit for the premises is \$1200. There is also accrued interest on the deposit account of \$27.78. The tenancy agreement commenced on April 1, 2000 and requires the respondent to pay the security deposit in nine installments. The remainder of the security deposit is overdue.

The respondent did not dispute the allegations and outlined her financial difficulties over the past months. She indicated that she would be able to pay the rent and electrical costs by April 30, 2002.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay for the cost of electricity, which is her obligation pursuant to the tenancy agreement. I find the amount of rent arrears and electrical costs to be \$933.48.

I also find the respondent has failed to pay the required security deposit and find the outstanding amount to be \$537.22. I have calculated this amount as the difference between the required security deposit and the amounts paid, including accrued interest.

In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and electrical costs are promptly paid. An order shall be issued requiring the respondent to pay the applicant rent arrears and electrical costs in the amount of \$933.48 and terminating the tenancy agreement on April 30, 2002 unless that amount is paid in full. The order shall also require the respondent to pay the applicant the balance of the security deposit in the amount of \$537.22. The order will also require that the respondent pay all future rent on time should the tenancy agreement continue.

Hal Logsdon
Rental Officer