

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **SARA SCHRAM**, 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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

- and -

**SARA SCHRAM**

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 two thousand six hundred forty dollars (\$2640.00)
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the outstanding security deposit in the amount of two hundred twenty five dollars (\$225.00).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and outstanding security deposit by paying the applicant monthly installments of no less than two hundred dollars (\$200.00), the first payment becoming due on July 1,

2002 and payable on the first of every month thereafter until the rent arrears and security deposit 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 11th day of June, 2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

-and-

**SARA SCHRAM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 11, 2002

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

**Appearances at Hearing:** Kate Wilson, representing the applicant  
Sara Schram, respondent

**Date of Decision:** June 11, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by failing to provide the full amount of the required security deposit.

The applicant provided a statement of the rent and security deposit as at May 6, 2002 which indicated rent arrears in the amount of \$2740 and an outstanding security deposit amount of \$225. The applicant testified that since that date, the June rent had become due in the amount of \$900 and that the respondent had made rent payments of \$1000, bringing the balance of rent owing to \$2640. The tenancy agreement commenced on July 3, 2001, making the full security deposit now overdue. The applicant indicated that they would be willing to continue the tenancy if a reasonable schedule of repayment was include in an order.

The respondent did not dispute the allegations and suggested that she would be able to pay an additional \$200/month along with her full rent until the rent arrears and outstanding security deposit were paid in full. The applicant accepted the proposal as reasonable.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to provide the security deposit required by the tenancy agreement. I find the rent arrears to be \$2640 and the outstanding security deposit to be \$225.

An order shall be issued for the respondent to pay the applicant the rent arrears and outstanding security deposit totalling \$2865 in monthly installments of no less than \$200, the first payment

being due on July 1, 2002 and payable thereafter on the first day of each month until the rent arrears and security deposit are paid in full. The order shall also require the respondent to pay all future rent on time.

Should the respondent fail to adhere to the schedule of payments contained in the order, the applicant may make a future application, requesting the lump sum payment of any remaining balance and/or termination of the tenancy agreement between the parties.

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Hal Logsdon  
Rental Officer