

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **BRENDA YENDO**, 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 -

BRENDA YENDO

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 three thousand nine hundred dollars (\$3900.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act* the tenancy agreement between the parties for the rental premises known as Apartment #211, 4904-54 Avenue, Yellowknife, NT shall be terminated on November 29, 2002 and the respondent shall vacate the rental premises on that date, unless the respondent makes payment to the applicant of no less than one thousand seven hundred dollars (\$1700.00).

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3. Pursuant to section 84(2) of the *Residential Tenancies Act*, should the tenancy agreement continue, the respondent may pay the balance of rent arrears in monthly installments of no less than one hundred dollars (\$100.00), the first payment being due on December 31, 2002 and payable thereafter on the last day of every month, until the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of November, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **BRENDA YENDO**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

YWCA OF YELLOWKNIFE

Applicant/Landlord

-and-

BRENDA YENDO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 15, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kate Wilson, representing the applicant
Sophie Dennis, representing the respondent

Date of Decision: November 15, 2002

REASONS FOR DECISION

The hearing was originally scheduled for November 12, 2002. At that hearing, the respondent's representative requested adjournment in order to prepare the case. With the consent of both parties, the matter was adjourned to November 15, 2002.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the balance of the required security deposit. The applicant provided a statement of account which indicated rent arrears as at October 31 in the amount of \$2700. The applicant testified that since the application was made the November rent of \$1300 had come due, bringing the balance of rent owing to \$3900.

The statement also indicated a balance of security deposit owing in the amount of \$850. The applicant testified that the tenancy agreement commenced in July, 2002.

The applicant also provided a document which indicated that a number of meetings had been set up with the respondent to discuss the rent arrears. The document indicates that the respondent had failed to attend most of these meetings. The applicant also provided a payment plan for the arrears, acknowledged by the respondent, which outlined payments to be made from October 4, 2002 to November 27, 2007 in order to retire the debt. The ledger indicates that no payments were made in accordance with the agreement.

The respondent's representative did not dispute the allegations but indicated that her client had limited income. She presented a breakdown of the respondent's income and expenses.

I find the respondent breached the tenancy agreement by failing to pay rent and find the rent arrears to be \$3900. I also find that a balance of security deposit is due in the amount of \$850. Based on the evidence, I see little effort on the part of the respondent to address the arrears or security deposit and find sufficient grounds to terminate the tenancy agreement.

The parties consented to an order terminating the tenancy agreement on November 29, 2002 unless a payment of at least \$1700 was made by the respondent to the applicant. If made, the payment would be applied to the balance of the security deposit (\$850) and to rent arrears (\$850). The parties also consented to an order permitting the respondent to pay the balance of rent arrears (\$3050) in monthly installments of no less than \$100, payable at the end of every month. Such an order is permitted pursuant to the Act and shall be issued.

Should the tenancy continue and the respondent fail to make monthly payments in accordance with this order, or fail to pay future rent, the applicant may file a future application seeking the lump sum payment of any balance of rent and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer