

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **EBONY MAITLAND**, 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 -

EBONY MAITLAND

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 ninety dollars (\$90.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of electricity which were paid on her behalf in the amount of two hundred thirty two dollars and twenty one cents (\$232.21).
3. Pursuant to section 14(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the security deposit owing in the amount of two hundred fifty

one dollars (\$251.00).

4. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may satisfy this order by making monthly payments of no less than \$100, the first payment being due on May 1, 2003 and payable thereafter on the first day of every month, until this order is fully satisfied.
5. 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 14th day of April, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **EBONY MAITLAND**, 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-

EBONY MAITLAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Ebony Maitland, respondent

Date of Decision: April 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for electricity and failing to pay the balance of the security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears, costs of electricity, balance of the security deposit and termination of the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$354.21. The applicant stated that charges for electricity paid on behalf of the respondent in the amount of \$232.21 were included on the rent statement. The applicant also provided a statement of the security deposit which indicated a balance of deposit and accrued interest of \$474. The tenancy agreement indicated a required security deposit of \$1025.

The respondent disputed the amounts owing and produced a receipt showing rent paid of \$32 and a receipt showing security deposit paid of \$300, both dated April 2, 2003. Neither credit appeared on the statement. The applicant acknowledged that the payments had been made. The respondent indicated that she would be able to pay the outstanding amounts.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord, by failing to pay for electricity which was her obligation pursuant to the written tenancy agreement and by failing to pay for the full amount of the security deposit required.

I find the rent arrears to be \$90, calculated as follows:

Rent arrears as per statement	\$122.00
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Payment - April 02/03	<u>(32.00)</u>
Balance owing	\$90.00

I find the balance of electrical costs paid on behalf of the respondent to be \$232.21.

I find the outstanding security deposit to be \$251, calculated as follows:

Required deposit	\$1025.00
Balance of account	(474.00)
Payment April 02/03	<u>(300.00)</u>
Balance owing	\$251.00

In my opinion, the tenancy agreement should not be terminated. The statement indicates a willingness to pay the outstanding amounts and the arrears do not exceed the amount of security deposit held by the landlord. Provided the arrears are paid in an orderly manner and future rent is paid on time, the tenancy should be allowed to continue.

An order shall be issued requiring the respondent to pay the rent arrears, electrical costs and outstanding security deposit in the total amount of \$573.21. The amount may be paid in monthly installments of no less than \$100 paid on the first of every month along with the rent until the order is satisfied. The first payment shall be due on May 1, 2003. The order shall also require the respondent to pay all future rent on time.

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

Hal Logsdon
Rental Officer