

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARTHA KANATSIK**, 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 -

MARTHA KANATSIK

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 one thousand three hundred ninety five dollars (\$1395.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for the costs of electricity paid on her behalf in the amount of three hundred five dollars and thirty four cents (\$305.34).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as Apartment 301, 5022-52 Street, Yellowknife, NT

shall be terminated on April 30, 2003 and the respondent shall vacate the premises on that day unless payment is made to the applicant of not less than three hundred five dollars and thirty four cents (\$305.34).

4. Pursuant to section 84(2) of the *Residential Tenancies Act*, provided payment is made in accordance with #3 and the tenancy agreement continues, the respondent may pay the rent arrears in monthly installments of no less than \$100, the first payment being due on May 1, 2003 and payable thereafter on the first day of every month, along with the rent until the rent arrears are paid in full.
5. 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, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARTHA KANATSIK**, 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-

MARTHA KANATSIK

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

Date of Decision: April 9, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance 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, failing to pay for electrical costs and failing to repair damages which were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears, costs of electricity paid on behalf of the respondent and costs of repairs to the rental premises. The applicant also sought an order terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance owing of \$2487.46. The costs of repairs and costs of electricity paid on behalf of the respondent were included in that amount.

The tenancy agreement for the current premises (Apartment 301, 5022-52 Street) commenced on July 11, 2002. Prior to that date, there was a tenancy agreement between the parties for other premises (Sunridge 124). When the transfer took place, the applicant transferred rent arrears, costs of electricity paid on behalf of the respondent and costs of repair from the old unit account to the new account for the 52nd Street premises. The security deposit and accrued interest was also transferred to the new premises.

The statement indicates the following charges and credits:

Transfer of repair costs - former unit	\$787.12
Transfer of rent arrears - former unit	1026.00
Transfer of electrical costs - former unit	79.96
Electrical costs paid on behalf - current unit	225.38
Rent charged - current unit	1347.00
Amounts paid - current unit	(832.00)
Electrical credits - current unit	<u>(146.00)</u>
Balance	\$2487.46

In my opinion, it is not unreasonable to consider the transferred amounts from the former unit despite the fact that more than six months have elapsed since that tenancy agreement was terminated. The parties are the same, the documentation is reasonable and the applicant had reasonable expectations that the amounts would be paid.

However, the evidence regarding the repair costs is, in my opinion, insufficient to support the allegations of tenant damages or the requirement for cleaning. An invoice from the property owner details charges for drywall repairs, cleaning of unit and cleaning of carpet. There is no indication of the condition of the premises at the termination of the tenancy or evidence to indicate that the repairs were the result of tenant negligence. There is no inspection report to indicate the condition of the premises at the commencement of the tenancy agreement. The applicant's representative had no direct knowledge of the condition of the premises at the termination of the tenancy agreement. The request for costs of repairs in the amount of \$787.12 is therefore denied. I find the remainder of the accounting and evidence in order.

I note that the last payment actually made by the respondent was in December, 2002. In my

opinion, there are sufficient grounds to terminate the tenancy agreement unless a reasonable payment is made. The applicant holds a substantial security deposit. In my opinion, prompt payment of the outstanding electrical charges of \$305.34 and payment of the rent arrears in installments would indicate the respondent's willingness to pay and protect the applicant from unreasonable loss.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay for electrical costs which she is obligated to pay. An order shall be issued requiring the respondent to pay those costs totalling \$1700.34.

The order shall terminate the tenancy agreement on April 30, 2003 and require the respondent to vacate the premises unless the landlord receives payment for the electrical costs of \$305.34 on or before that date. Provided that payment is made and as long as the tenancy continues, the respondent may pay the rent arrears of \$1395 in monthly installments of at least \$100/month. The first installment shall be paid on May 1, 2003 and shall be paid each month along with the rent on the first day of every month until the rent arrears are paid in full.

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

Hal Logsdon
Rental Officer