

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY LOUISE THRASHER**, 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 -

MARY LOUISE THRASHER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 84(3) of the *Residential Tenancies Act*, the previous order (File #10-7339, filed on April 15, 2003) is rescinded and the respondent is ordered to pay the applicant the lump sum balance of electrical charges paid on her behalf and rent arrears in the amount of two thousand fifty two dollars and fifty seven cents (\$2052.57).
2. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2033 Sissons Court, Yellowknife, NT shall be terminated on July 25, 2003 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY LOUISE THRASHER**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MARY LOUISE THRASHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant

Date of Decision: July 8, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on July 1, 2003 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 and by failing to pay for electrical costs which were her obligation pursuant to the written tenancy agreement between the parties. A previous order (File #10-7339, filed on April 15, 2003) required the respondent to pay rent arrears and electrical costs paid on her behalf and permitted the respondent to pay in monthly installments of \$200.

The applicant provided a statement of the rent account which indicated that no payments had been made in satisfaction of the previous order. Additional charges for electricity in the amount of \$911.94 had also been paid on behalf of the respondent and additional rent in the amount of \$471 had accrued. The applicant sought an order rescinding the previous order and ordering the respondent to pay the balance owing in a lump sum. The applicant also sought an order terminating the tenancy agreement.

The evidence indicates that no effort has been made to satisfy the previous order. The respondent has not made any payment to the landlord since March 24, 2003 and has neglected to pay for electricity. There does not appear to be any remaining remedy but to terminate the tenancy agreement.

An order shall be issued rescinding the previous order and requiring the respondent to pay the applicant costs of electricity paid on her behalf and rent arrears in the total amount of \$2052.57 calculated as follows:

Previous rent arrears (as per previous order)	\$253.00
Previous electrical costs (as per previous order)	416.63
May rent	157.00
June rent	157.00
July rent	157.00
Additional electrical costs paid on behalf of respondent	<u>911.94</u>
Total amount owing applicant	\$2052.57

The order shall also terminate the tenancy agreement between the parties on July 25, 2003. The respondent shall vacate the rental premises on that date.

Hal Logsdon
Rental Officer