

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARGARET DOOK AND CHRIS BOURKE**, Respondents;

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 -

**MARGARET DOOK AND CHRIS BOURKE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of eight hundred thirteen dollars (\$813.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for electrical costs paid on their behalf in the amount of eighty six dollars and twenty five cents (\$86.25).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears and costs of electricity in two payments. The first payment of four hundred

forty nine dollars and sixty two cents (\$449.62) shall be due on October 20, 2003 and the second payment of four hundred forty nine dollars and sixty three cents (\$449.63) shall be due on November 20, 2003.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.
5. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to pay for electrical costs in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of September, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARGARET DOOK AND CHRIS BOURKE**, Respondents.

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-

**MARGARET DOOK AND CHRIS BOURKE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 24, 2003

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

**Appearances at Hearing:** Mary George, representing the applicant  
Margaret Dook, respondent

**Date of Decision:** September 24, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and failing to pay for the cost of electricity. The applicant stated that the respondents had made significant payments toward their rent arrears and had paid the outstanding security deposit in full since the filing of the application. The applicant stated that they wished to continue the tenancy agreement provided the alleged arrears and costs of electricity were paid promptly.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$813 and charges for electricity which had been paid on behalf of the respondents in the amount of \$86.25.

The respondent did not dispute the allegations and stated that she could pay the amounts in full in two equal installments. She suggested October 20, and November 20 as dates on which the payments would be made. The applicant agreed with the proposal.

I find the respondents breached the tenancy agreement by failing to pay rent and by failing to pay for electrical costs. I find the rent arrears to be \$813 and the balance of electrical costs paid on their behalf by the landlord to be \$86.25. An order shall issue requiring the respondents to pay the rent arrears and electrical costs to the applicant in two payments. The first, in the amount of \$449.62, shall be due on October 20, 2003 and the second, in the amount of \$449.63, shall be due on November 20, 2003. The order shall also require the respondents to pay future rent on

time and to comply with their obligation to pay for electrical costs in accordance with the tenancy agreement.

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

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Hal Logsdon  
Rental Officer