

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SHEILA FRISE**, 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 -

**SHEILA FRISE**

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 hundred fifty four dollars and sixty eight cents (\$154.68).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of electricity which have been paid on her behalf in the amount of two hundred eighty dollars and thirty cents (\$280.30).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall

comply with her obligation to pay for electricity in accordance with the tenancy agreement.

4. Pursuant to section 45(4)(e), 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2045 Sissons Court, Yellowknife, NT shall be terminated on October 31, 2003 and the respondent shall vacate the premises on that date unless the rent arrears and electrical costs in the amount of four hundred thirty four dollars and ninety eight cents (\$434.98) are paid to the applicant in full.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of October, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SHEILA FRISE**, 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-

**SHEILA FRISE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 14, 2003**

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

**Appearances at Hearing:**                      **Mary George, representing the applicant**

**Date of Decision:**                      **October 14, 2003**

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on October 6, 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 electricity. The applicant sought an order requiring the respondent to pay the alleged rent arrears and electrical costs paid on her behalf and termination of the tenancy agreement.

The applicant provided a statement of account which indicated a balance of rent arrears in the amount of \$154.68 and a balance of electrical costs paid on behalf of the respondent in the amount of \$280.30. The applicant also provided a copy of the current electrical account which indicated that the respondent's account with the electrical supplier was in arrears.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay for electricity which is her responsibility pursuant to the written tenancy agreement. I find the applicant's accounts to be in order. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the account is promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears and costs of electricity paid on her behalf in the amount of \$434.98 and terminating the tenancy agreement on

October 31, 2003 unless that amount is paid in full. The order shall also require the respondent to comply with her obligation to pay for electricity in accordance with the tenancy agreement.

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Hal Logsdon  
Rental Officer