

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LENA AUSTIN**, 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 -

LENA AUSTIN

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 six dollars and twenty six cents (\$6.26).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for electricity which has been paid on her behalf in the amount of three hundred thirty eight dollars and ninety seven cents (\$338.97).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for the costs of electricity in accordance with the tenancy agreement.

4. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 110, 5123-53 Street, 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 total amount of three hundred forty five dollars and twenty three cents (\$345.23) are paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LENA AUSTIN**, 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-

LENA AUSTIN

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
Lena Austin, respondent**

Date of Decision: **October 15, 2003**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and electricity costs and by disturbing other tenants' quiet enjoyment of the rental premises. The applicant sought an order requiring the respondent to pay the alleged arrears and terminating the tenancy agreement.

The applicant provided a statement of account which indicated a balance of rent and electrical charges in the amount of \$345.23. Of that amount \$6.26 was outstanding rent and the remainder was electrical charges which had been paid on behalf of the respondent. The applicant also provided a copy of the respondent's account with the electrical supplier which indicated that the current electrical bill had not been paid and was overdue.

The applicant also provided two letters alleging disturbances created by the tenant or her son. The letters also alleged that drugs were being used in the premises. The first unsigned letter states that the writer believes that the tenants of apartment 110 are selling drugs. It also alleges that Dave Austin kicked in Doris Casaway's door at one time. The second letter, written by the leasing manager, outlines an altercation between a man in apartment 110 and a tenant from apartment 210. Another tenant called the police who attended the disturbance. From my reading of the complaint, it is difficult to determine which of the two men was creating the disturbance. They were obviously disturbing each other but the man from 210 appears to have tried to jump onto the balcony of 110, without success. It would appear to me that it might well have been the actions of the tenant from 210 that disturbed other tenants.

No one at the hearing had any direct knowledge of the incidents. The respondent stated that she was out of town and that her son frequently stayed with her. It is questionable whether either of the writers of the letters had any direct knowledge of the incidents. In my opinion, there is insufficient evidence to determine the nature of the alleged disturbances. I can not find grounds for termination based on the allegation of disturbance.

The respondent did not dispute the allegations pertaining to rent or electrical charges. She indicated she could pay the outstanding amounts owed to the landlord promptly.

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

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 \$345.23 and terminating the tenancy agreement between the parties 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.

Hal Logsdon
Rental Officer