

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **ROBERT BUTLER**, 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 -

**ROBERT BUTLER**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining portion of the required security deposit in the amount of fifty one dollars (\$51.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for electrical costs paid on his behalf in the amount of three hundred fifteen dollars and twenty one cents (\$315.21).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the outstanding security deposit and electrical charges in installments of no less than twenty

dollars (\$20.00), the first payment becoming due on November 30, 2003 and payable thereafter no later than the last day of every month until this order is fully satisfied.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of November, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY** , Applicant,  
and **ROBERT BUTLER**, 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-

**ROBERT BUTLER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 12, 2003

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

**Appearances at Hearing:** Mary George, representing the applicant  
Robert Butler, respondent

**Date of Decision:** November 17, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for electrical costs and by failing to pay the full amount of the required security deposit. The applicant stated that there were also outstanding charges for the repair of tenant damages resulting from a previous tenancy but no remedy was sought at this time as the respondent disputed some of the charges and the parties were discussing settlement of the account. The applicant withdrew the request for termination seeking an order for payment of the alleged outstanding electrical charges and the remaining security deposit.

The applicant provided statements and notices indicating that two electrical bills had been paid on behalf of the respondent totalling \$315.21. The applicant also provided a statement of the security deposit account which indicated a balance owing in the amount of \$51. The applicant stated they would accept payment in installments of \$20/month until the amounts were paid.

The respondent did not dispute the amounts and indicated that he would be able to pay in installments of \$20/month.

I find the applicant's accounting in order and find the respondent in breach of his obligation to pay electrical charges and the security deposit required by the tenancy agreement. I find the electrical charges to be \$315.21 and the security deposit balance to be \$51.

An order shall issue requiring the respondent to pay the applicant electrical charges paid on his behalf and the remaining balance of the security deposit in the total amount of \$366.21. The applicant may pay the amount in monthly installments of no less than \$20, the first payment becoming due on November 30, 2003 and payable thereafter on or before the last day of every month until the order is fully satisfied. The order shall also require the respondent to pay future rent on time.

Should the respondent fail to pay the electrical charges and security deposit or pay future rent on time in accordance with this order, the applicant may file a future application seeking the lump sum balance of the remaining amount owing and/or termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer