

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LUNZY**, 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 -

BETTY LUNZY

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 seventy three dollars (\$73.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for electrical costs which were paid on her behalf in the amount of six hundred six dollars and fifty three cents (\$606.53).
3. 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 2003 Sissons Court,

Yellowknife, NT shall be terminated on November 21, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of November, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LUNZY**, 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-

BETTY LUNZY

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

Date of Decision: November 12, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 2, 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, failing to pay for electricity and failing to pay the required amount of security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and compensation for electrical charges which the applicant paid on behalf of the respondent. The applicant also sought an order terminating the tenancy agreement between the parties and requiring the respondent to vacate the rental premises.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$73. The rent statement also indicated that electrical charges in the amount of \$290.70 had been paid on behalf of the respondent. In addition to the electrical charges shown on the rent statement, a payment for electricity of \$242.83 had been made on behalf of the respondent which had not yet been posted to the ledger.

A previous order, filed on May 20, 2003, required the respondent to pay the applicant the remaining security deposit of \$1000 and to comply with her obligation to pay for the cost of electricity. The security deposit statement, provided by the applicant in evidence, indicates that no payments of security deposit have been received since the issuance of the order. The evidence

also suggests that the respondent has ignored the order to pay for electricity.

The applicant testified that the respondent does not appear to be living in the premises much of the time. The Notice of Attendance for the hearing was personally served on the respondent at another dwelling.

I find the respondent in breach of her obligation to pay rent, to pay for electricity and to pay the required security deposit. From the evidence, it appears that the respondent has little or no intention of meeting her obligations. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties.

An order shall issue requiring the respondent to pay the applicant rent arrears and costs of electricity which have been paid on her behalf in the total amount of \$679.53 and terminating the tenancy agreement on November 21, 2003. The respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer