

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **DJHANINE BAUTISTA**, 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 -

**DJHANINE BAUTISTA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay to the applicant rental arrears in the amount of three thousand twenty-two dollars (\$3,022.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rental arrears in monthly installments of no less than two hundred dollars (\$200.00), the first payment due no later than February 29, 2004 and payable thereafter no later than the last day of every month until the rental arrears are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
4. 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.

5. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 124, 5603- 51A Avenue, Yellowknife, NT, shall be terminated on March 31, 2004 unless the respondent pays the applicant the remainder of the required security deposit in the amount of five hundred dollars (\$500.00).

DATED at the City of Yellowknife in the Northwest Territories this 16th day of February 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**DJHANINE BAUTISTA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2004

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

**Appearances at Hearing:** Mary George, representing the applicant  
Djhanine Bautista, respondent

**Date of Decision:** February 11, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent, failing to pay the full amount of the required security deposit and failing to pay for electricity.

The applicant sought an order requiring the respondent to pay the alleged rental arrears and electrical costs and termination of the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3,022. The applicant testified that \$500 of the required security deposit remained outstanding. The applicant provided a statement of the respondent's electrical account which indicated that the account was overdue.

The respondent did not dispute the allegations and stated that she could pay the rental arrears in installments. The respondent agreed to the payment of the arrears in installments of at least \$200 per month provided the security deposit was promptly paid.

The tenancy agreement commenced in May 2003. I find the respondent breached the tenancy agreement by failing to pay the full amount of the rent. I find the remainder of the required security deposit to be overdue. I also find the respondent in breach of her obligation to pay for electricity in accordance with the tenancy agreement. In my opinion, it is reasonable to expect monthly payments of \$200 in addition to the assessed rent. This represents somewhat less than 25% of the respondent's gross income. In my opinion, it is also reasonable to expect the respondent to pay the remainder of the security deposit in a prompt manner. A reasonable deadline is March 31, 2004.

An order shall issue requiring the respondent to pay the applicant the rental arrears in monthly payments of no less than \$200, the first payment due no later than February 29, 2004 and payable thereafter on or before the last day of every month until the rental arrears are paid in full. The order shall also require the respondent to pay the regular assessed rent on time. The order shall require the respondent to comply with her obligation to pay for electricity and will terminate the tenancy agreement on March 31, 2004 unless the remaining portion of the security deposit in the amount of \$500 is paid in full.

Should the respondent fail to pay the monthly installments of arrears or the rent on the days it is due in accordance with this order, the applicant may file a future application seeking the lump sum payment of any balance and/or termination of the tenancy agreement

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Hal Logsdon  
Rental Officer