

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JENNIFER YUKON**, 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 -

JENNIFER YUKON

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 thirty two dollars (\$32.00).
2. 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.
3. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #106, 5465 52nd Street, Yellowknife, NT shall be terminated on May 31, 2004 and the respondent shall vacate the

rental premises on that date, unless the rent arrears and all overdue charges for electricity are paid in full.

4. Pursuant to sections 41(4)(b) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent and electrical charges on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JENNIFER YUKON**, 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-

JENNIFER YUKON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 4, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: May 5, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on April 27, 2004 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 in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding electrical charges and terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$32. The applicant also provided a statement of the electrical account provided by the utility supplier which indicated that the respondent's account was \$90.70 in arrears. The statement indicated that an additional charge in the amount of \$112.48 will become due on May 10, 2004.

The applicant stated that the respondent had failed to pay for electricity on a previous occasion requiring the Housing Authority to pay the outstanding charges on her behalf. The applicant also provided a copies of notices sent to the respondent reminding her to pay her outstanding electrical bills.

I find the respondent in breach of her obligations to pay rent and electrical costs. I find the rent

arrears to be \$32. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid and the respondent pays her overdue electrical bills.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$32, pay all outstanding electrical bills to the supplier and pay future rent and electrical charges on time. The order shall terminate the tenancy agreement on May 31, 2004 unless the rent arrears and all overdue electrical bills are paid in full.

Hal Logsdon
Rental Officer