

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 sections 84(3) and 41(4)(a) of the *Residential Tenancies Act*, the previous order (File #10-7731, Filed on February 19, 2004) is rescinded and the respondent shall pay the applicant the balance of the rent arrears from that order and arrears which have accumulated since the issuance of that order in the total amount of two thousand six hundred seventy five dollars (\$2675.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity for the premises.

3. Pursuant to section 41(4)(c) 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 June 30, 2004 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June, 2004.

Hal Logsdon
Rental Officer

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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

DJHANINE BAUTISTA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 8, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: June 9, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on May 28, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached a previous order of a rental officer by failing to pay rent arrears in accordance with the order and by failing to pay the remainder of the required security deposit as required by the order. The applicant also alleged that the respondent had failed to pay for electricity for the premises. The applicant sought an order requiring the respondent to pay the full amount of the alleged rent arrears, the outstanding balance on her electrical account with the supplier and termination of the tenancy agreement.

The applicant provided a statement of the rent account and a statement of the electrical account in evidence. The rent statement indicated a balance of rent owing in the amount of \$2675. The electrical statement indicates a balance of \$151.54 which was due on June 1, 2004. The applicant testified that the remaining \$500 of security deposit ordered to be paid was still outstanding.

The previous order required the respondent to pay rent arrears of \$3022 in monthly installments of \$200. It also terminated the tenancy agreement on March 31, 2004 unless the outstanding security deposit was paid in full. The applicant stated that they did not enforce the termination, wishing to give the respondent more time to pay the deposit and thought it prudent to seek a new order terminating the tenancy agreement.

The statement indicates that only \$473.50 has been paid toward the arrears. The order required \$800 to be paid by the end of May, 2004. In addition the full amount of rent has not been paid by the respondent since the previous order was issued. The remaining arrears from the previous order are \$2548.50 and additional arrears which have accumulated since the order was issued are \$126.50. The amounts are calculated as follows:

Arrears - previous order	\$3022.00
Less payments of arrears	(473.50)
Equals previous arrears outstanding	\$2548.50
Plus rent since previous order	1812.00
Less rent paid since previous order	<u>(1685.50)</u>
Total rent arrears	\$2675.00

I find the respondent has breached the previous order by failing to pay the rent arrears in accordance with the order and by failing to pay the remainder of the security deposit. As well, additional arrears have accumulated since the order was issued. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue rescinding the previous order and requiring the respondent to pay the applicant rent arrears in the amount of \$2675. The order shall require the respondent to comply with her obligation to pay for electricity in accordance with the tenancy agreement. The order shall terminate the tenancy agreement on June 30, 2004 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer