

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KRISTA HAIGH**, 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 -

KRISTA HAIGH

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 three hundred sixty one dollars (\$361.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the security deposit in the amount of one hundred ninety two dollars (\$192.00).
3. 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.

4. 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 5406 52nd Street, Yellowknife, NT shall be terminated on July 30, 2004 and the respondent shall vacate the premises on that date, unless the rent arrears, rent for July, 2004 and remainder of the security deposit in the total amount of eight hundred one dollars (\$801.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of June, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KRISTA HAIGH**, 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-

KRISTA HAIGH

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 29, 2004
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Mary George, representing the applicant Krista Haigh, respondent
<u>Date of Decision:</u>	June 29, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to provide the full amount of the security deposit and 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, outstanding electrical charges and the remainder of the security deposit and terminating the tenancy agreement unless the amounts were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$361. The applicant testified that of the required security deposit of \$1200, only \$1008 had been paid, leaving a balance owing of \$192. The applicant also provided a statement of the electrical account which indicated that the respondent's account with the supplier was in arrears. The applicant suggested that the tenancy agreement should be terminated on July 20, unless these amounts were paid along with the July rent which would be \$248.

The respondent questioned why her rent was increased. The applicant indicated that when her spouse moved into the unit, her rent was adjusted based on his reported income, and her previous assessment of \$32 was adjusted by \$216 to \$248. The respondent did not dispute the allegations pertaining to electricity payments or the security deposit and stated that she would be able to pay the outstanding amounts and the July rent by July 20, 2004.

The tenancy agreement commenced on April 1, 2003 and was renewed on April 1, 2004. The full

amount of security deposit is overdue.

I am satisfied from the evidence that the rent has been assessed and accounted for correctly. I find the respondent in breach of her obligations to pay rent, to pay the required security deposit and to pay for electricity. I find the rent arrears to be \$361 and the outstanding security deposit to be \$192. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the deposit is paid and the rent account is paid to date.

An order shall issue requiring the respondent to pay the rent arrears and the outstanding security deposit and to comply with her obligation to pay the electricity arrears to the supplier. The tenancy agreement shall be terminated on July 30, 2004 unless the respondent pays the applicant \$801, which consists of the rent arrears (\$361), the remainder of the security deposit (\$192) and the July, 2004 rent (\$248).

Hal Logsdon
Rental Officer