

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ALICE NITIZA**, 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 -

ALICE NITIZA

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 one thousand one hundred seventy six dollars (\$1176.00).
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 sections 43(3)(d) and 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 203 5001 Forrest

Drive, 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 **ALICE NITIZA**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ALICE NITIZA

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**
 Christine Champagne, representing the respondent

Date of Decision: **June 8, 2004**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for electricity and disturbances. The applicant sought an order requiring the respondent to pay the alleged rent arrears and electrical costs and terminating 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 \$1176. The applicant also provided a statement of the respondent's account with the supplier of electricity which indicated a balance owing of \$389.81 which was due on June 4, 2004. The applicant, a provider of subsidized public housing, guarantees the supplier payment on the default of a tenant and the tenancy agreement between the parties requires that the tenant pay the electrical costs.

The applicant also provided a letter from the property manager which stated that she observed the respondent's son burning a wall with a lighter on May 2, 2004. The next day she discovered a smouldering window sill on the second floor of the complex. She did not observe the respondent's son on the second occasion.

The son's intentional act on May 2, 2004 is troubling and could have very serious consequences. The premises are part of a large apartment complex. The respondent's representative did not offer any information which would lead me to believe that the son's dangerous behaviour would

not reoccur. I have no assurance before me that the respondent has taken any action to insure this type of behaviour does not occur again.

I find the respondent in breach of her obligation to pay rent and electricity. I find the rent arrears to be \$1176. I also find the action of her son to be a serious threat to the safety of other tenants in the complex. 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 in the amount of \$1176 and to comply with her obligation to pay for electricity in accordance with the tenancy agreement. The tenancy agreement shall be ordered terminated on June 30, 2004 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer