

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RUTH CASAWAY**, 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 -

RUTH CASAWAY

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 hundred twenty eight dollars (\$128.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for costs of electricity which were paid on her behalf in the amount of three hundred ninety one dollars and seventy three cents (\$391.73).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of repair to the premises in the amount of one hundred sixteen dollars and

forty two cents (\$116.42).

4. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity by paying the supplier the outstanding balance on her electrical account.

5. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 813 Bigelow Crescent, Yellowknife, NT shall be terminated on August 27, 2004 and the respondent shall vacate the rental premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of August, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

RUTH CASAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 10, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: August 10, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 1, 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 the cost of electricity and had failed to pay for the costs of repairs to the premises which were made necessary due to her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears, costs of repair and costs of electricity which had been paid on her behalf. The applicant also sought an order terminating the tenancy between the parties.

The applicant provided a statement of the tenant's account which indicated a balance owing in the amount of \$636.15. Of that amount \$391.73 remained owing from electrical costs which the applicant paid on behalf of the respondent, \$128 was rent and \$116.42 was for repairs to a plugged toilet. The applicant testified that the toilet repairs were made necessary due to the negligence of the respondent. The applicant also provided a statement of the electrical account which indicated an outstanding balance of \$489.03 and testified that if the respondent failed to pay the amount soon, the applicant would have to pay that amount on her behalf.

There have been two previous orders involving these parties. An order filed on August 15, 2003 ordered the respondent to pay rent arrears and electrical costs paid on her behalf and terminated

the tenancy agreement on August 29, 2003 unless the amounts were paid in full. The order was satisfied. An order filed on January 19, 2004 ordered the respondent to pay for electrical costs paid on her behalf and terminated the tenancy agreement on January 30, 2004 unless the amount was paid in full. The ledger indicates that order was also satisfied, except for \$.02, which remained outstanding at January 30, 2004.

The respondent has not paid any rent since the last order was satisfied and it appears that she has paid little if any of her electrical bills since April, 2004. The landlord is a provider of subsidized public housing and indicated that the waiting list for subsidized units is long. The respondent appears to repeatedly ignore her obligation to pay rent and electricity unless faced with the imminent termination of her tenancy agreement. Despite the issuance of two conditional termination orders, the respondent continues to let her rent and electrical payments fall into serious arrears. In my opinion, there are sufficient grounds for termination of the tenancy agreement. A landlord should not have to make repeated applications to a rental officer to enforce the obligations of a tenant.

An order shall issue requiring the respondent to pay the applicant rent arrears, costs of electricity which the applicant has paid on her behalf, and the costs of repair to the premises. The applicant shall also be ordered to comply with her obligation to pay for electricity by paying the supplier the outstanding balance on her account. The order shall terminate the tenancy on August 27, 2004 and the respondent shall vacate the premises on that date.

Hal Logsdon
Rental Officer