

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **CHRISTINE CHAMPAGNE**, 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 -

CHRISTINE CHAMPAGNE

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 six hundred eighty eight dollars and ninety four cents (\$1688.94).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in installments of no less than two hundred dollars (\$200.00), the first payment being due no later than January 31, 2005 and payable thereafter on the last day of each month, until the rent arrears are paid in full.
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), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 664 Williams Avenue, Yellowknife, NT shall be terminated on January 31, 2005 and the respondent shall vacate the premises on that date, unless the current electrical charges have been paid in full to the supplier and the January, 2005 installment of the outstanding arrears in the amount of two hundred dollars (\$200.00) has been paid to the applicant.
5. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of January, 2005.

Hal Logsdon
Rental Officer

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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-

CHRISTINE CHAMPAGNE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Christine Champagne, respondent
Arlene Hache, representing the respondent

Date of Decision: January 11, 2005

REASONS FOR DECISION

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, to comply with her obligation to pay for electricity 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 \$1688.94, part of which represents electricity charges which were paid on behalf of the respondent and are now due to the applicant. The applicant also provided a statement of the electrical account with the supplier which indicated that the account was in arrears.

The respondent did not dispute the allegations and stated that she could pay the electrical charges in full by January 31, 2005. The parties consented to an order requiring the electrical charges to be paid by January 31, 2005 and permitting the respondent to pay the rent arrears in monthly payments of \$200 until they were paid in full.

I find the respondent in breach of her obligation to pay rent and to pay electricity in accordance with the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and electrical charges are paid in accordance with the agreement between the parties. The order shall reflect that agreement.

An order shall issue requiring the respondent to pay the rent arrears in installments of \$200, the first installment being due on January 31, 2005 and payable thereafter no later than the last day of every month until the arrears are paid in full. The order shall terminate the tenancy agreement on January 31, 2005 unless the respondent has paid the January installment of \$200 and paid the current balance of the electrical account to the supplier. The respondent is also ordered to pay future rent on time and to comply with her obligation to pay for electricity in accordance with the tenancy agreement.

Should the respondent fail to pay the rent arrears in accordance with this order or fail to pay future rent or electrical charges on time, the applicant may file an application seeking the lump sum payment of any balance of arrears and termination of the tenancy agreement.

Hal Logsdon
Rental Officer