

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARTHA PORTER**, 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 -

MARTHA PORTER

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 six hundred twenty three dollars and thirty two cents (\$623.32).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly installments of one hundred dollars (\$100.00). The first payment shall be payable on October 1, 2005 and thereafter on the first day of every month, along with the rent, 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 during the term of the tenancy agreement.

4. 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 29th day of September, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARTHA PORTER**, 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-

MARTHA PORTER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 15, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: September 15, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity during the term of the tenancy agreement. The applicant stated that since the application was filed, the remainder of the security deposit had been paid and the electrical account had been paid. The applicant stated that the parties had entered into a repayment agreement whereby the respondent agreed to pay the monthly rent in full on the first of each month plus an additional \$100. The applicant withdrew their request for termination of the tenancy agreement and sought an order requiring the respondent to pay the arrears in accordance with the repayment agreement and to comply with her obligation to pay for electricity.

The applicant provided a statement of the rent account in evidence which indicated a current balance of rent owing in the amount of \$623.32. The applicant also provided a notice of unpaid power which indicated that the electrical account had previously been in arrears, requiring the landlord to pay for electricity on behalf of the respondent.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find

the rent arrears to be \$623.32. An order shall issue requiring the respondent to pay the applicant the rent arrears in monthly installments of \$100 along with the rent until the rent arrears are paid in full. The first payment shall be due on October 1, 2005. The respondent is also ordered to comply with her obligation to pay for electricity and to pay future rent on time.

Hal Logsdon
Rental Officer