

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **VIOLET KACHKOWSKI**, 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 -

VIOLET KACHKOWSKI

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 four hundred sixteen dollars and fifty five cents (\$416.55).
2. 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.
3. 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 2029 Sissons Court,

Yellowknife, NT shall be terminated on September 30, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and all electrical charges in arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of September, 2005.

Hal Logsdon
Rental Officer

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and **VIOLET KACHKOWSKI**, Respondent.

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-

VIOLET KACHKOWSKI

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 the costs of electricity during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the rent arrears and outstanding electrical charges and terminating the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$416.55. The applicant stated that of this amount, \$288.55 was for overdue electrical charges which had been paid on behalf of the respondent. The applicant also provided a current statement of the respondent's electrical account with the supplier which indicated an overdue amount of \$239.36. The premises are subsidized public housing.

I find the respondent in breach of her obligation to pay rent and electricity. I find the rent arrears to be \$416.55. Although the amounts are not large due to the subsidy provided to public housing tenants, the rent account has been in arrears since June, 2005 and the electrical account appears to be two months in arrears. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent and overdue electrical charges are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$416.55 and to comply with her obligation to pay for electricity. The tenancy agreement shall be ordered terminated on September 30, 2005 unless the rent and electrical arrears are paid in full.

Hal Logsdon
Rental Officer