

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

**CANDY 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 hundred ninety one dollars and sixty five cents (\$191.65).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the required security deposit in the amount of forty dollars (\$40.00).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 6250 Finlayson Drive,

Yellowknife, NT, shall be terminated on September 12, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and the security deposit in the total amount of two hundred thirty one dollars and sixty five cents (\$231.65) is paid in full.

- 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 30th day of August, 2006.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CANDY 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.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**CANDY CHAMPAGNE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 29, 2006

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Julie Forget, representing the applicant

**Date of Decision:** August 29, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding security deposit and terminating the tenancy agreement unless the arrears and the balance of the security deposit were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$191.65. The applicant testified that \$1160 had been paid toward the security deposit. The written tenancy agreement between the parties commenced on January 1, 2006 and required a total security deposit of \$1200.

I find the statement in order and find rent arrears in the amount of \$191.65. I find the balance of the required security deposit to be \$40. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and remaining portion of the security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$191.65 and the remaining balance of the security deposit in the amount of \$40. The order shall terminate the tenancy agreement on September 12, 2006 unless the rent arrears and security deposit in the total amount of \$231.65 is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer