

IN THE MATTER between **DONNA WHITE**, Applicant, and **DARREN JOHNSTON**, 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:

**DONNA WHITE**

Applicant/Landlord

- and -

**DARREN JOHNSTON**

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 two hundred dollars (\$200.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to provide electricity to the rental premises during the term of the tenancy agreement by paying all current charges for the premises and establishing an account in his name with the supplier.
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 440 Norseman Drive,

Yellowknife, NT shall be terminated on November 10, 2006 and the respondent shall vacate the premises on that date, unless this order is fully satisfied and the November, 2006 rent in the amount of one thousand dollars (\$1000.00) and the outstanding security deposit in the amount of one thousand dollars (\$1000.00) are paid to the applicant in full.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of October, 2006.

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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:

**DONNA WHITE**

Applicant/Landlord

-and-

**DARREN JOHNSTON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** October 12, 2006

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

**Appearances at Hearing:** Jim Weller, representing the applicant

**Date of Decision:** October 17, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the required security deposit and failing to pay for water and electricity during the term of the tenancy agreement. The tenancy agreement commenced on February 1, 2006 and was made for a term ending on July 31, 2007.

The applicant testified that the respondent owed \$200 in rent arrears and had failed to pay the last electrical invoice of \$222.80 which was due on October 10, 2006. The applicant also testified that the respondent had failed to pay any of the required \$1000 security deposit. The applicant stated that the water charges had been paid in full since the application was filed.

The applicant stated that the parties had agreed verbally to terminate the tenancy agreement on November 30, 2006 provided the November rent, rent arrears and utilities were paid on time. The applicant sought an order for payment of these amounts and termination of the tenancy agreement on November 30, 2006.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$200. I

also find the respondent in breach of his obligation to pay for electricity and find the outstanding electrical charges to be \$222.80. I also find the respondent in breach of his obligation to pay the required security deposit and find the outstanding security deposit to be \$1000. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid and future rent is paid on time.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$200 and to comply with his obligation to provide electricity to the rental premises by paying the outstanding charges for the premises and establishing an account in his name with the supplier. The order shall terminate the tenancy agreement on November 10, 2006 unless that order is satisfied and the respondent pays the November, 2006 rent in the amount of \$1000 and the outstanding security deposit of \$1000 to the applicant in full.

If the parties wish to mutually agree to terminate this tenancy agreement on November 30, 2006 or any other date, they need only to set out that agreement in writing, pursuant to section 50 of the *Residential Tenancies Act*.

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Hal Logsdon  
Rental Officer