

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

**DOROTHY ZOE**

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 thousand seven hundred dollars and forty cents (\$2700.40).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2009 Sissons Court, Yellowknife, NT shall be terminated on January 31, 2007 and the respondent shall vacate the premises on that date unless the respondent complies with her obligation to pay for electricity by establishing an account in her name with the supplier of electricity.

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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 2009 Sissons Court, Yellowknife, NT shall be terminated on February 28, 2007 and the respondent shall vacate the premises on that date unless the respondent pays the rental arrears to the applicant.
  
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 21st day of January, 2007.

Rental Officer

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Hal Logsdon

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**DOROTHY ZOE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 18, 2007

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
Dorothy Zoe, respondent

**Date of Decision:** January 18, 2007

**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 written tenancy agreement between the parties. The premises are subsidized public housing.

The applicant stated that the electrical account, originally established by the respondent, was transferred to the landlord when the respondent was out of town and the service was due to be disconnected for non-payment. The landlord has paid the account on behalf of the respondent for several months, adding the amounts to the rent. The tenancy agreement between the parties obligates the respondent to pay for utilities.

The applicant provided a statement of the rent account which indicated a balance of rent owing, including the amounts for electricity paid by the landlord on behalf of the respondent, in the amount of \$2700.40. The statement indicates that the full unsubsidized rent has been applied for the month of January, 2007. The applicant testified that the respondent failed to report any income information on which to calculate the rent for January, 2007 and provided an e-mail from the Income Security Officer supporting her testimony.

The respondent did not dispute the allegations and stated that she could re-establish the electrical account in her name by January 31, 2007 and pay the rent arrears and electrical charges paid by the landlord by February 28, 2007.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to pay for electricity during the term of the tenancy agreement. I find the application of the full unsubsidized rent for January, 2007 to be reasonable as the respondent has not reported any income information on which to base the rent. I find the rent arrears, including electrical costs paid by the landlord, to be \$2700.40. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid and the electrical account is reestablished by the respondent in her name.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2700.40 and terminating the tenancy agreement on February 28, 2007 unless the rent arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time. The tenancy agreement shall also be terminated on January 31, 2007 unless the respondent reestablishes the electrical account in her name.

The respondent should note that if she reports her income in accordance with the tenancy agreement, the rent for January, 2007 shall be adjusted accordingly.

The decision contained in this order was provided to the parties at the hearing.

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Hal Logsdon  
Rental Officer