

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **CAMILLA ZOE CHOCOLATE**, 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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

- and -

**CAMILLA ZOE CHOCOLATE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand eight hundred dollars and seventy five cents (\$2800.75). The respondent may pay the rent arrears in monthly installments of no less than three hundred dollars (\$300.00), the first installment becoming due no later than August 31, 2007 and due thereafter no later than the last day of every month until the rent arrears are paid in full.
2. Pursuant to sections 41(4)(c), 54(4) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 211, 4904 54<sup>th</sup> Avenue, Yellowknife, NT shall be terminated on August 31, 2007 and the

respondent shall vacate the premises on that date unless the outstanding security deposit and the first payment of rent arrears in the total amount of one thousand two hundred dollars (\$1200.00) are paid in full.

3. 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 23rd day of August, 2007.

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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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

-and-

**CAMILLA ZOE CHOCOLATE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 22, 2007

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

**Appearances at Hearing:** Kate Wilson, representing the applicant

**Date of Decision:** August 22, 2007

**REASONS FOR DECISION**

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

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2800.75 and an outstanding balance of the security deposit in the amount of \$900. The tenancy agreement between the parties commenced on April 4, 2007 making the full amount of the security deposit due and payable.

The applicant stated that they would agree to the payment of the rent arrears in monthly installments of at least \$300 provided the respondent made the first payment on or before August 31, 2007 and paid the outstanding security deposit on or before that date. The applicant, who operates the premises as transitional housing, stated that she was very familiar with the respondent's financial situation and in her opinion, such a payment plan was well within the

respondent's financial capacity.

I find the statement in order and find the respondent in breach of her obligation to pay rent and her obligation to provide the required security deposit. I find the rent arrears to be \$2800.75 and the outstanding security deposit to be \$900. In my opinion the payment arrangement proposed by the applicant is reasonable and there are sufficient grounds to terminate the tenancy agreement on August 31, unless the first installment of \$300 and the security deposit of \$900 are paid in full.

An order shall issue requiring the respondent to pay the rent arrears of \$2800.75 in monthly installments of \$300 on or before the last day of every month, the first payment becoming due on August 31, 2007. The tenancy agreement shall be terminated on August 31, 2007 unless the first payment of arrears is paid along with the balance of the security deposit in the total amount \$1200. The respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer