

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

BRENDA HAUCK

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 three thousand three hundred ten dollars (\$3310.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the required security deposit in the amount of six hundred dollars (\$600.00).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and security deposit in monthly installments of no less than one hundred

dollars, the first payment becoming due no later than September 30, 2007 and payable thereafter no later than the last day of every month until the rent arrears are 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 6th day of September, 2007.

Hal Logsdon
Rental Officer

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

BRENDA HAUCK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 4, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Brenda Hauck, respondent

Date of Decision: September 4, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant stated that the parties had come to an agreement on how the outstanding amounts would be paid and withdrew the request for an order terminating the tenancy agreement in favour of an order reflecting their agreement. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3310 as at June 30, 2007. The applicant testified that the balance of the security deposit was owed in the amount of \$600. The applicant stated that they did not seek the inclusion of the July, August and September, 2007 rent in the order and would accept monthly payments of \$100 plus the monthly assessed rent.

The tenancy agreement between the parties commenced on February 1, 2007, making the full balance of the security deposit due and payable.

The respondent did not dispute the allegations and stated that she agreed to the scheduled payment of the arrears.

I find the statement in order and find the respondent in breach of her obligation to pay rent and in

breach of her obligation to pay the full amount of the required security deposit. I find the rent arrears to June 30, 2007 to be \$3310 and the balance of the security deposit owing to be \$600.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3310 and the balance of the security deposit in the amount of \$600. The amounts may be paid in monthly installments of no less than \$100. The first installment shall be due on September 30, 2007 and thereafter payable no later than the last day of every month until the rent arrears and security deposit are paid in full. The respondent shall also be ordered to pay the monthly rent on time.

Should the respondent fail to make payments in accordance with this order or fail to pay the monthly rent on time, the applicant may make another application seeking the cancellation of this order, payment of any remaining balance, and termination of the tenancy agreement.

Hal Logsdon
Rental Officer