

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

MOHAMED MOHAMUD

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 forty dollars and fifteen cents (\$3040.15).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for electricity during the term of the tenancy agreement.
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 Apartment 109, 5123 - 53rd Street, Yellowknife, NT shall be terminated on October 12, 2007 and the respondent shall

vacate the premises on that date, unless the rent arrears in the amount of three thousand forty dollars and fifteen cents (\$3040.15) are paid in full and the respondent has established an account with the supplier of electricity.

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 26th day of September, 2007.

Hal Logsdon
Rental Officer

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

MOHAMED MOHAMUD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 25, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant

Date of Decision: September 25, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. 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 and by failing to pay for electricity during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, the cost of electricity which the landlord has paid on his behalf and terminating the tenancy agreement between the parties.

The applicant stated that the electrical service to the premises had been disconnected due to non-payment and the landlord re-established service in the landlord's name. Electrical costs have been paid by the landlord and added to the respondent's rent account. The applicant provided a statement of the rent account which indicated a balance owing in the amount of \$3040.15. Of that amount, \$432.15 represents electrical costs which have been paid on behalf of the respondent.

The rent statement also indicates that the full unsubsidized rent was applied for the months of March, April and May, 2007. An Assessment History Report was provided in evidence which indicated that the subsidy available from the Income Security Program was declined by the respondent for those months.

The written tenancy agreement between the parties obligates the respondent to pay for electricity during the term of the agreement.

I find the respondent in breach of his obligation to pay rent and in breach of his obligation to pay for electricity. I find the rent arrears to be \$3040.15 which includes the electrical costs which have been paid by the applicant on behalf of the respondent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid and the respondent complies with his obligation to pay for electricity by re-establishing an account with the supplier.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3040.15 and terminating the tenancy agreement on October 12, 2007 unless that amount is paid in full and the respondent has established an account with the supplier of electricity. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer