

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **WANDA POWDER**, 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 -

WANDA POWDER

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 one thousand five hundred seventy six dollars and ninety cents (\$1576.90).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the required security deposit in the amount of seven hundred sixteen dollars and seventy cents (\$716.70).
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 (\$100.00). The first payment shall be due no later than December 31, 2007.

Payments shall be made on the last day of every month thereafter until the rent arrears and security deposit 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 30th day of November, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **WANDA POWDER**, 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:

YWCA OF YELLOWKNIFE

Applicant/Landlord

-and-

WANDA POWDER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 27, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kate Wilson, representing the applicant
Wanda Powder, respondent

Date of Decision: November 27, 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 the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$1576.90 and an outstanding balance of security deposit owing in the amount of \$716.70. The tenancy agreement between the parties commenced in October, 2006.

The applicant stated that they would be willing to continue the tenancy agreement provided the respondent paid the monthly rent on time and paid the arrears and security deposit in monthly installments of at least \$100. The respondent did not dispute the allegations and agreed to the proposed repayment plan. The applicant withdrew the request for termination of the tenancy agreement.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the remainder of the required security deposit. I find the rent arrears to be \$1576.90 and the balance of the required security deposit to be \$716.70.

An order shall issue requiring the respondent to pay the arrears and the remainder of the security

deposit in monthly installments of no less than \$100. The first payment shall be due on December 31, 2007. Payments shall continue to be made no later than the last day of every month thereafter until the rent arrears and the security deposit are paid in full. The respondent is also ordered to pay the monthly rent on time.

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

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer