

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **JANELLE MODESTE**, 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 -

JANELLE MODESTE

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 one hundred dollars (\$2100.00).
2. 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 208, 4904 54th Avenue, Yellowknife, NT shall be terminated on December 5, 2007 and the respondent shall vacate the premises on that date, unless the December, 2007 rent in the amount of one thousand dollars (\$1000.00) is paid in full.
3. Pursuant to sections 14(6)(a) and 83(2) of the *Residential Tenancies Act*, provided the

December, 2007 rent is paid by December 5, 2007, the respondent may pay the rent arrears in the amount of two thousand one hundred dollars (\$2100.00) and the outstanding security deposit in the amount of five hundred dollars (\$500.00) in monthly installments of no less than fifty dollars (\$50.00), the first payment becoming due on December 31, 2007 and payable thereafter no later than the last day of every month until the rent arrears and the outstanding 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 28th day of November, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **JANELLE MODESTE**, 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-

JANELLE MODESTE

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
Janelle Modeste, 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 provide 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 unless the rent arrears and security deposit were paid in full.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$2100 and an outstanding balance of security deposit owing in the amount of \$500.

The tenancy agreement between the parties commenced in April, 2007. The monthly rent for the premises is \$1000.

The respondent did not dispute the allegations. The applicant agreed to continue the tenancy agreement and permit the respondent to pay the rent arrears and security deposit in installments provided the December, 2007 rent was promptly paid. The parties agreed that the December, 2007 rent would be paid in full by December 5, 2007 and thereafter the respondent would pay the monthly rent on time plus an additional \$50/month.

I find the respondent in breach of her obligation to pay rent and the balance of the required security deposit. I find the rent arrears to be \$2100 and the outstanding security deposit to be \$500. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the December, 2007 rent is promptly paid.

An order shall issue terminating the tenancy agreement on December 5, 2007 unless the December rent of \$1000 is paid in full. Provided that payment is made on or before December 5, 2007, the rent arrears and security deposit may be paid in monthly installments of no less than \$50. The first payment shall be due no later than December 31, 2007 and payable thereafter no later than the last day of every month until the rent arrears and security deposit are paid in full. The respondent is also ordered to pay the monthly rent on time.

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

Hal Logsdon
Rental Officer