

IN THE MATTER between **AB**, Applicant, and **CC**, 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:

**AB**

Applicant/Landlord

-and-

**CC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 10, 2018

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

**Appearances at Hearing:** BL, representing the applicant  
HC, representing the applicant  
CC, respondent

**Date of Decision:** January 10, 2018

**REASONS FOR DECISION**

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. The applicant sought an order requiring the respondent to pay the alleged rent arrears, pay the electrical costs which were paid on her behalf, terminating the tenancy agreement and evicting the respondent.

The tenancy agreement was originally made between the applicant and SA. It was assigned to CC on May 22, 2017. A copy of the tenancy agreement and the assignment was provided by the applicant in evidence. There were no rental arrears on the effective date of the assignment.

The tenancy agreement obligates the tenant to pay for electricity during the term of the agreement. The applicant testified that the respondent had failed to establish an account with the supplier of electricity and the account remained in the landlords name and was paid by the landlord each month. Copies of the electricity bills were provided by the applicant in evidence.

The landlord provided a resident ledger in evidence which indicated a balance of rent arrears and late rent charges in the amount of \$8758. The monthly rent is \$1340. The charges for electricity plus an administrative fee (15%) and GST also appear on the ledger totalling \$768.31.

The respondent did not dispute the evidence and stated that she had recently been offered a job.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to pay for electricity. I find the rent arrears to be \$8758 and the electrical charges that have been paid on her behalf to be \$768.31. In my opinion, the administrative charges regarding the electrical payments are reasonable compensation for the additional work involved in paying the bills and re-billing the tenant.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears and costs of electricity paid on her behalf are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$8758 and electrical costs of \$768.31. The tenancy shall be terminated on February 28, 2018 unless the rent arrears, electrical costs and the rent for February, 2018 in the total amount of \$10,866.31

are paid on or before that date. An eviction order to be effective on March 1, 2018 unless the rent arrears, electrical costs and the February, 2018 rent in the total amount of \$10,866.31 are paid in full on or before February 28, 2018.

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Hal Logsdon  
Rental Officer