

IN THE MATTER between **AB**, Applicant, and **NH**, 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-

**NH**

Respondent/Tenant

**REASONS FOR DECISION**

|                                       |                                       |
|---------------------------------------|---------------------------------------|
| <b><u>Date of the Hearing:</u></b>    | <b>January 11, 2018</b>               |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, NT</b>                |
| <b><u>Appearances at Hearing:</u></b> | <b>HC, representing the applicant</b> |
| <b><u>Date of Decision:</u></b>       | <b>January 13, 2018</b>               |

**REASONS FOR DECISION**

The respondent was served with the filed application and a Notice of Attendance by email on October 25, 2018. The respondent failed to appear at the hearing and the hearing was held in her 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.

The tenancy agreement between the parties commenced on June 1, 2017. The rent for the premises is \$1745 and the tenant is obligated to pay electricity directly to the supplier.

The applicant provided a resident ledger in evidence which indicated a balance of rent and late rent penalties owing of \$12,098.25. Also included on the resident ledger are charges for electricity for the period October 12 to November 10, 2017 (\$102.74), administrative charges (\$15.41) and GST (\$5.28). The ledger indicates that only one payment of \$3799.60 had been made during the term of the tenancy.

The applicant testified that the respondent had failed to transfer the electrical account from the landlord to herself and that the landlord had been paying the electricity each month during the term. The applicant provided five invoices for electricity covering the period May 12, 2017 to October 12, 2017. Including the October 12 - November 10 bill included on the ledger, I find the total amount to be \$652.14.

|                         |              |
|-------------------------|--------------|
| May 12-June 13          | \$54.38      |
| June 13-July 14         | 124.23       |
| July 14-August 14       | 70.02        |
| August 14-September 12  | 149.12       |
| September 12-October 12 | 130.96       |
| October 12-November 10  | 102.74       |
| Admin/GST applied       | <u>20.69</u> |
| Total                   | \$652.14     |

I find the application of the 15% administrative charge and GST shown on the ledger to be reasonable.

I find the respondent in breach of her obligation to pay rent and her obligation to pay for electricity during the term of the tenancy agreement. I find the rent arrears to be \$12,098.25 and the electricity paid on behalf of the respondent to be \$652.14. In my opinion, there are sufficient grounds to terminate the tenancy agreement and the eviction of the respondent unless the rent arrears and the compensation to the landlord for electricity are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$12,098.25 and compensation for electricity paid on her behalf in the amount of \$652.14. The tenancy agreement shall be terminated on February 28, 2018 and the eviction order will become effective on March 1, 2018 unless these amounts, plus the February rent are paid in full.

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Hal Logsdon  
Rental Officer