

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY LOUISE THRASHER**, 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 -

MARY LOUISE THRASHER

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 hundred fifty three dollars (\$253.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of electricity which were paid on her behalf in the amount of four hundred sixteen dollars and sixty three cents (\$416.63).
3. Pursuant to section 14(6)(a) of the *Residential Tenancies Act* the respondent shall pay the applicant the remainder of the security deposit in the amount of seventy two dollars and

two cents (\$72.02).

4. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may satisfy this order by paying the applicant monthly payments of no less than two hundred dollars (\$200.00), the first payment becoming due on May 1, 2003 and payable thereafter on the first day of every month until the order is fully satisfied.
5. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of April, 2003.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MARY LOUISE THRASHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Mary Louise Thrasher, respondent

Date of Decision: April 8, 2003

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent, failing to pay for electricity and failing to pay the full amount of the required security deposit.

The applicant sought payment of the alleged rent arrears, costs of electricity which were paid on behalf of the respondent, the remainder of the required security deposit and termination of the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of \$669.63. The statement included charges for electricity which were allegedly paid on behalf of the respondent in the amount of \$416.63. The applicant also provided a copy of the security deposit account which indicated a balance, including accrued interest, of \$1302.98. The applicant indicated that the required security deposit had been reduced to \$1375 from the amount indicated in the written tenancy agreement to conform with current market rent.

The respondent did not dispute the allegations and indicated that she could pay the amounts through regular monthly payments of \$200.

As the applicant holds a security deposit in excess of the amounts owed, I do not feel that termination of the tenancy agreement is a reasonable remedy at this time. The respondent's record of rent payments does not indicate an unwillingness to pay rent. In my opinion, the tenancy agreement should continue provided the respondent pays the regular rent and regular payments

toward the arrears and security deposit.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord, failing to pay electrical costs and failing to pay the remainder of the security deposit. I find the rent arrears to be \$253, the electrical costs paid on her behalf to be \$416.63 and the outstanding security deposit to be \$72.02. An order shall be issued for the respondent to pay those amounts through regular monthly payments of no less than \$200, payable with the rent on the first day of every month until the amounts are paid in full. The first payment shall be due on May 1, 2003.

Should the respondent fail to make payments in accordance with this order or fail to pay the rent on time, the applicant may file a future application requesting the lump sum payment of any balance and/or termination of the tenancy agreement.

Hal Logsdon
Rental Officer