

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RUTH CASSAWAY**, 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 -

RUTH CASSAWAY

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 twenty one dollars and twenty four cents (\$221.24).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for costs of electricity which were paid on her behalf in the amount of seven hundred eighty dollars and seventy nine cents (\$780.79).

3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay the supplier of electricity for all outstanding charges for electricity for the rental premises.

4. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises know as 813 Bigelow Crescent, Yellowknife, NT shall be terminated on August 29, 2003 unless the respondent makes all payments required by this order in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of August, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RUTH CASSAWAY**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

RUTH CASSAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Mary George, representing the applicant

Date of Decision: August 12, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on July 29, 2003 but failed to appear at the hearing. 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 electrical costs for the premises which were her responsibility pursuant to the written tenancy agreement between the parties. The applicant sought an order requiring the respondent to pay the alleged rent arrears, outstanding electrical costs owed to the supplier, costs of electricity which had been paid by the applicant on behalf of the respondent and terminating the tenancy agreement.

The applicant provided a copy of the respondent's statement of account which indicated a balance of rent owing in the amount of \$221.24 and charges for electricity which were paid on behalf of the respondent in the amount of \$780.79. The applicant also provided a statement of account between the applicant and the electrical supplier which indicated an outstanding balance of \$1033.34.

The applicant is a provider of subsidized public housing. The tenancy agreement between the parties requires the tenant to pay for all utilities subject to assistance in accordance with the NWT Housing Corporation's written utility policy. The tenant is required to pay for electricity but receives a credit on the rent account when receipts are presented to the landlord. The supplier

of electricity is guaranteed payment by the landlord should the account go into serious arrears.

The applicant noted that the tenant's account with the supplier was in arrears and would soon have to be paid by the landlord if it remained unpaid.

I note from the evidence that the respondent has not paid any rent or electrical charges since September, 2002. While the rent amount is not particularly high due to the deep subsidies provided by the landlord, the account is seriously overdue. The evidence indicates that the tenant has completely ignored her obligations contained in the tenancy agreement for a considerable period of time. Despite notices requesting the respondent to appear at the landlord's office to make arrangements for payment, there does not appear to have been any effort on the part of the tenant to address the arrears. Similarly, the respondent has ignored her obligation to pay for electrical costs and has permitted her account with the electrical supplier to fall into serious arrears.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay for electrical costs. I find the rent arrears to be \$221.24. I also find that the landlord has paid electrical costs on behalf of the respondent. I find those costs including reasonable administrative charges to be \$780.79. It also appears from the evidence that the respondent's account with the electrical supplier is seriously in arrears. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the respondent promptly pays the landlord the rent arrears and electrical costs which were paid on her behalf and pays the

outstanding electrical charges due to the electrical supplier.

An order shall be issued requiring the respondent to pay the applicant rent arrears and compensation for electrical charges in the amount of \$1002.03 and to comply with her obligations to pay all outstanding amounts owing to the supplier of electricity (Northland Utilities). The order shall terminate the tenancy agreement between the parties on August 29, 2003 and the respondent is required to vacate the premises on that date, unless all of those amounts are paid in full.

Hal Logsdon
Rental Officer