

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CANDACE LEATHEM**, 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 -

**CANDACE LEATHEM**

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 ten dollars and ninety three cents (\$210.93).
2. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the applicant is authorized to pay the outstanding electrical charges on behalf of the respondent and the respondent shall pay the applicant the costs of such charges in the amount of six hundred twenty six dollars and four cents (\$626.04).
3. Pursuant to sections 41(4)(a) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as 794 Bigelow Crescent, Yellowknife, NT shall be terminated on September 30, 2003 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of September, 2003.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CANDACE LEATHEM**, 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-

**CANDACE LEATHEM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 12, 2003 continued September 2, 2003

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

**Appearances at Hearing:** Angela Keppel, representing the applicant (August 12 only)  
Mary George, representing the applicant  
Candace Leathem, respondent (August 12 only)

**Date of Decision:** September 2, 2003

**REASONS FOR DECISION**

The hearing commenced on August 12, 2003 and was adjourned to September 2, 2003 at 9:30 AM to permit the rental officer and the parties to obtain information regarding income support provided to the respondent. The respondent contacted the rental officer by telephone prior to the hearing on September 2, 2003 and requested a postponement of the hearing. The rental officer postponed the hearing to 1:30 PM and the respondent agreed to appear at that time. The respondent failed to appear and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the required security deposit and failing to pay for electricity which was her obligation pursuant to the written tenancy agreement between the parties. At the August 12 hearing, the respondent indicated that cheques which were issued to her by income support had been stolen and that she had been unable to receive any assistance recently because the person assigned to her file was on vacation.

The rental officer made inquiries to officials from the income support program. They confirmed that cheques for payment of electricity for November, 2002, December, 2002 and February 2003 had been issued to the respondent but had not been cashed by the electrical supplier. They indicated that a cheque for these amounts (\$522.31) would be reissued. They indicated that the respondent has been provided assistance for each month that she made application and has not

been to their offices in August to make application for assistance.

The applicant provided statements of the rent and security deposit accounts and amounts owing to the supplier of electricity. The statement indicated that the applicant had recently received a cheque from the income support program for \$522.31 which was presumably the replacement cheque for electricity payments. The rent statement indicated an outstanding balance of rent owing in the amount of \$210.93. The statement also indicates that the April, 2003 and May, 2003 rent remained unpaid until July, 2003 and that no payments of rent have been received since that time

The electrical statement indicates that the respondent currently owes the supplier of electricity \$626.04 and has failed to pay her electrical bills and is over four months in arrears.

The full balance of the security deposit is now due and the ledger indicates a balance owing in the amount of \$289.27.

In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties. I find no evidence to indicate that the non-payment of rent, electricity or security deposit is the result of any administrative problems in the income support program.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$210.93 and electrical costs of \$626.04 and terminating the tenancy agreement on September

30, 2003. The respondent shall vacate the premises on that date. The applicant is authorized to pay the outstanding electrical bills on behalf of the respondent.

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Hal Logsdon  
Rental Officer