

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DONNA SHAE**, 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 -

DONNA SHAE

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 three thousand three hundred thirty one dollars and ninety eight cents (\$3331.98).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity in accordance with the tenancy agreement.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 2, 5009-47th Street,

Yellowknife, NT shall be terminated on November 28, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of three thousand three hundred thirty one dollars and ninety eight cents (\$3331.98) and the outstanding security deposit in the amount of six hundred seventy four dollars (\$674.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of November, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **DONNA SHAE**, Respondent;

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 -

DONNA SHAE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: November 12, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on November 2, 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, failing to pay the full amount of the required security deposit and failing to pay for the cost of electricity in accordance with the written tenancy agreement between the parties. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding electrical costs and terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3331.98. The applicant also provided a statement of the security deposit account which indicated a balance of security deposit owing in the amount of \$674. The applicant provided a statement of the account with the electrical supplier which indicated the account was currently in arrears. The tenancy agreement between the parties requires the tenant to pay the supplier for the cost of electricity. The applicant testified that they had not yet paid the supplier on behalf of the respondent.

A previous order filed on January 22, 2001 ordered the respondent to pay rent arrears and the outstanding security deposit. The security deposit remains outstanding.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord, failing to pay the full amount of the required security deposit and failing to pay for the electricity in accordance with the tenancy agreement. I find the statements to be in order. I find the rent arrears to be \$3331.98 and the outstanding security deposit to be \$674. IN my opinion there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears and security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rental arrears in the amount of \$3331.98 and to comply with her obligation to pay for electricity by paying the electrical supplier the outstanding balance on her account. The order shall also terminate the tenancy agreement on November 28, 2003 and require the respondent to vacate the premises on that date, unless the rent arrears (\$3331.98) and the outstanding security deposit (\$674.00) are paid in full.

Hal Logsdon
Rental Officer