

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SHELIA REINDEER**, 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 -

SHELIA REINDEER

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 one thousand six hundred three dollars (\$1603.00).
2. 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 2033 Sissons Court, Yellowknife, NT shall be terminated on June 30, 2004 and the respondent shall vacate the premises on that date, unless the respondent pays the applicant at least one thousand four hundred dollars (\$1400.00) and pays all arrears on her account with the supplier of electricity.

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

4. 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.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June,
2004.

Hal Logsdon
Rental Officer

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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-

SHELIA REINDEER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 8, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Shelia Reindeer, respondent

Date of Decision: June 8, 2004

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to pay for electricity in accordance with the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, to pay the arrears on the electrical account 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 \$1603. The rent for the premises is based on the household income and is currently \$745/month. The applicant also provided a statement of the respondent's electrical account which indicated a balance of \$226.15 which was due on June 4, 2004.

The respondent did not dispute the allegations and indicated that she would be able to pay the balance on the electrical account and \$1400 of the rent arrears by June 30, 2004 and would try to clear the remainder of the arrears in July.

I find the respondent in breach of her obligation to pay rent and electricity. I find the rent arrears to be \$1603. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless a significant amount of the outstanding arrears are promptly paid. I note the respondent holds a security deposit in the amount of \$1375.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$1603 and to comply with her obligation to pay the electrical supplier the overdue balance on her account. The order shall terminate the tenancy agreement on June 30, 2004 unless the respondent makes payments of at least \$1400 to the applicant and pays the balance on her electrical account. Should the tenancy continue, the respondent is order to pay future rent on time.

Hal Logsdon
Rental Officer