

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JULIA MINILGAK**, 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 -

JULIA MINILGAK

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 thousand one hundred fifty six dollars and fifty nine cents (\$2156.59).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity by paying the current balance of the electrical account.
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 2009 Sissons Court,

Yellowknife, NT shall be terminated on September 15, 2004 and the respondent shall vacate the premises on that date unless the respondent has paid the applicant the rent arrears and rent for September, 2004 in the total amount of three thousand twenty five dollars and fifty nine cents (\$3025.59) and paid the balance owing on the electrical account to the supplier of electricity.

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

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of August, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JULIA MINILGAK**, 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-

JULIA MINILGAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: August 31, 2004

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on August 21, 2004 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 failing to pay for electricity. The applicant sought an order requiring the respondent to pay the alleged rent arrears and charges for electricity 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 \$2156.59. Of that amount \$616.17 was for electricity which the applicant had paid on behalf of the respondent. The applicant indicated that the September rent of \$869 would become due on September 1, 2004 bringing the balance owing to \$3025.59.

The applicant provided a statement of the respondent's account with the electrical supplier which indicated that the account was in arrears. The written tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the tenancy.

The applicant noted that the household income of the respondent may have changed but the respondent had not filed an amended household income declaration on which to base an amended rent. The applicant stated that should the respondent file an amended household income form, the rent would be amended, retroactively as necessary, to ensure the rent was based on income in

accordance with the rent scale.

I find the statements in order and find the respondent in breach of her obligation to pay rent and electricity. I find the rent arrears to be \$2156.59. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears, September rent and electrical charges are promptly paid. The written tenancy agreement between the parties obligates the tenant to pay rent in advance on the first day of each month.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2156.59 and pay the balance of the electrical account to the supplier. The order shall terminate the tenancy agreement on September 15, 2004 unless the respondent pays the applicant \$3025.59, which represents the rent arrears and the September, 2004 rent and pays the electrical supplier the outstanding charges for electricity. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer