

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **SHERRY GRAHAM**, 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 -

**SHERRY GRAHAM**

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 two hundred forty two dollars and fifty cents (\$1242.50).
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 all current charges 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 742 Bigelow Crescent,

Yellowknife, NT shall be terminated on February 28, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and all current electrical charges are paid in full.

- 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 19th day of February, 2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant, and **SHERRY GRAHAM**, 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-

**SHERRY GRAHAM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 15, 2005

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

**Appearances at Hearing:** Mary George, representing the applicant  
Sherry Gordon, respondent

**Date of Decision:** February 15, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent had 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 and electrical charges and terminating the tenancy agreement.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1440.50. The applicant also provided a statement of the electrical account from the supplier which indicated that the account was in arrears.

The respondent testified that she had not received all of the declared income from employment insurance due to a previous overpayment which was being recovered. She submitted a statement of payment detail in evidence. The applicant recalculated the rent in accordance with the adjusted income and revised the amount of rent owing to \$1242.50.

The respondent did not dispute the adjusted rent or the allegations concerning the electrical account. She stated that she could pay the amounts by February 28, 2005. The parties consented to an order terminating the tenancy agreement on that date unless the rent was paid in full and the outstanding balance of the electrical account was paid to the supplier.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$1242.50 and to pay the supplier the outstanding balance on the electrical account. The tenancy agreement shall be terminated on February 28, 2005 unless these payments are made in full. Should the tenancy continue, the respondent is also order to pay future rent on time.

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Hal Logsdon  
Rental Officer