

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **STEPHANIE LACORNE**, 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 -

STEPHANIE LACORNE

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 hundred two dollars and twenty nine cents (\$102.29).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity during the term of the tenancy agreement.
3. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 208, 5730

50th Avenue, Yellowknife, NT shall be terminated on September 30, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and all electrical charges in arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of September, 2005.

Hal Logsdon
Rental Officer

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and **STEPHANIE LACORNE**, 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-

STEPHANIE LACORNE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 15, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: September 15, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 9, 2005 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 for the costs of electricity during the term of the tenancy agreement and disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the rent arrears and outstanding electrical charges and terminating the tenancy agreement. The applicant noted that the respondent had given verbal notice to vacate on September 30, 2005 but no notice had been given in writing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$102.29. The applicant stated that the arrears were due to overdue electrical charges which had been paid on behalf of the respondent. The applicant also provided a current statement of the respondent's electrical account with the supplier which indicated an overdue amount of \$48.49. The premises are subsidized public housing.

The alleged disturbances involve one incident where the respondent allegedly had thrown beer bottles and cans from her balcony and one incident involving loud noise late at night. Both alleged disturbances occurred over four months ago and similar incidents have not occurred since that time. The applicant testified that the door to the premises had been repeatedly kicked in by

the respondent's boyfriend trying to gain access to the apartment. The boyfriend does not live with the respondent and there is no evidence that the respondent permitted him to enter the building or the apartment. I can not consider these incidents to be disturbance caused by the tenant. In my opinion, the two disturbances do not appear serious enough in themselves to justify termination of the tenancy agreement

I find the respondent in breach of her obligation to pay rent and electricity. I find the rent arrears to be \$102.29. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent and overdue electrical charges are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$102.29 and to comply with her obligation to pay for electricity. The tenancy agreement shall be ordered terminated on September 30, 2005 unless the rent and electrical arrears are paid in full.

Hal Logsdon
Rental Officer