

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RAMONA SANDERSON**, 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 -

RAMONA SANDERSON

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, including utility costs paid on her behalf by the applicant in the amount of two hundred seventeen dollars and thirty nine cents (\$217.39).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 5452 - 52nd Street, Yellowknife, NT, shall be terminated on February 21, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

3. 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 8th day of February, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RAMONA SANDERSON**, 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-

RAMONA SANDERSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant

Date of Decision: February 7, 2006

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on January 28, 2006, 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 by failing to pay for electricity. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the cost of electricity which had been paid on her behalf and terminating the tenancy agreement between the parties unless the amounts were promptly paid. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance owing of \$217.39. Of this amount, \$106.39 represented electricity costs which were paid by the applicant on behalf of the respondent. The electrical costs are now considered rent arrears as they are amounts due and payable to the landlord.

I find the statement in order and find rent arrears in the amount of \$217.39. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$217.39 and terminating the tenancy agreement on February 21, 2006 unless the arrears are paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer