

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LUCY DESJARLAIS**, 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 -

LUCY DESJARLAIS

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 five hundred four dollars (\$504.00).
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 Apartment 02, 5009 - 47th Street, Yellowknife, NT shall be terminated on June 16, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding portion of the security deposit in the total amount of eight hundred four dollars (\$804.00) 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 21st day of May, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **LUCY DESJARLAIS**, 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-

LUCY DESJARLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Lucy Desjarlais, respondent

Date of Decision: May 20, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and security deposit were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$504. The tenancy agreement between the parties requires a security deposit of \$1200. The applicant testified that only \$900 had been paid to date, leaving \$300 outstanding. The tenancy agreement has been in effect for more than three months.

The respondent did not dispute the allegations and indicated that she could pay the amounts in full by mid-June, 2008.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the full amount of the security deposit. I find the rent arrears to be \$504 and the outstanding security deposit to be \$300. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the balance of the security deposit are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$504 and terminating the tenancy agreement on June 16, 2008 unless the rent arrears and security

deposit in the total amount of \$804 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
