

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ALFRED STACEY**, 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 -

ALFRED STACEY

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 three hundred sixty seven dollars (\$1367.00).
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 212, 5465 52nd Street, Yellowknife, NT shall be terminated on April 30, 2010 and the respondent shall vacate the premises on that date unless rent arrears in the amount of one thousand three hundred sixty seven dollars (\$1367.00) are paid in full. The tenancy agreement shall be terminated on May 15, 2010 unless the balance of the required security deposit in the

amount of five hundred twelve dollars and fifty cents (\$512.50) is 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 16th day of April,
2010.

Hal Logsdon
Rental Officer

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and **ALFRED STACEY**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ALFRED STACEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 14, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joanne Koyina, representing the applicant

Date of Decision: April 14, 2010

REASONS FOR DECISION

The respondent was served with a *Notice of Attendance* sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the balance 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 were paid in full by April 30, 2010 and the balance of the security deposit was paid by May 15, 2010. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1367. The tenancy agreement which commenced in October, 2009 required the respondent to pay a security deposit of \$1025. The applicant testified that only 50% of the deposit (\$512.50) had been paid.

I find the rent statement in order and find the respondent in breach of his obligation to pay rent. I also find the respondent in breach of his obligation to pay the remaining 50% of the required security deposit as the tenancy agreement has been in effect for well over three months. I find the rent arrears to be \$1367 and the outstanding security deposit to be \$512.50.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1367. The tenancy agreement shall be terminated on April 30, 2010 unless the rent arrears are paid in full and on May 15, 2010 unless the balance of the security deposit in the amount of \$512.50 is paid in full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer