

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BEATRICE RUBEN**, Respondent;

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

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 -

**BEATRICE RUBEN**

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 seventy seven dollars and twenty eight cents (\$1277.28).
2. Pursuant to section 45(4)(b) of the *Residential Tenancies Act* the respondent shall not breach her obligations to pay for electricity or report the household income in the future.
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 7th day of February,  
2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BEATRICE RUBEN**, 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-

**BEATRICE RUBEN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 1, 2011

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Brian Ruben, representing the respondent

**Date of Decision:** February 1, 2011

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to report the household income and failing to pay for electricity during the term. The applicant stated that the electricity to the premises had been disconnected for non-payment and the respondent had failed to report the household income in accordance with the tenancy agreement. The applicant stated that since the application was filed, the electricity account had been re-established and the required household income had been provided. The applicant withdrew their request for an order terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$2673.28. The statement includes the rent for February, 2011.

The respondent's representative did not dispute the allegations.

Section 41 of the *Residential Tenancies Act* sets out when the rent is due.

**41. (1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.**

The written tenancy agreement between the parties requires the monthly rent to be paid on the first day of each month. Therefore the February, 2011 is not yet in arrears.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be

\$1277.28 calculated as follows:

Balance as per statement	\$2673.28
Less February/11 rent	<u>(1396.00)</u>
Total	\$1277.28

I also find that the respondent has breached her obligation to pay for electricity and her obligation to report the household income.

An order shall issue require the respondent to not breach her obligations to pay for electricity and to report income in the future and to pay future rent on time. The order shall require the respondent to pay the applicant rent arrears in the amount of \$1277.28.

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Hal Logsdon  
Rental Officer