

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY CHARLES**, Respondent;

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

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 -

MARY CHARLES

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 two thousand seven hundred thirty six dollars (\$2736.00).
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 16-5009 47 Street, Yellowknife, NT shall be terminated on May 16, 2011 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of two thousand seven hundred thirty six dollars (\$2736.00) are paid in full.

3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity during the term of the tenancy agreement and shall not breach that obligation again.
4. 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 15th day of April, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY CHARLES**, 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-

MARY CHARLES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Mary Charles, respondent

Date of Decision: April 13, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid in full. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2736. The applicant also provided a copy of the tenancy agreement in evidence which obligates the respondent to pay for electricity during the term of the agreement. The applicant testified that the electrical service had been discontinued for non-payment and the premises were without electrical service between March 7 and March 14, 2011. The applicant stated that the electrical service has been fully restored by the respondent.

The respondent did not dispute the allegations and stated that she would pay the outstanding rent on or before May 16, 2011. The respondent was satisfied with that date.

I find the respondent in breach of her obligation to pay rent and her obligation to pay for electricity. I find the rent arrears to be \$2736. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2736 and terminating the tenancy agreement on May 16, 2011 unless the rent arrears are paid in full. The respondent shall also be ordered to comply with her obligation to pay for electricity, not breach that obligation again and pay future rent on time. An eviction order shall issue separately.

Hal Logsdon
Rental Officer