

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RUTH CASAWAY**, 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 -

RUTH CASAWAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for costs of electricity which was paid on her behalf in the amount of six hundred fifty dollars and thirty four cents (\$650.34).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 813 Bigelow Crescent, Yellowknife, NT shall be terminated on January 30, 2004 and the respondent shall vacate the premises on that date, unless the compensation for electricity costs is paid in full.

3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligations to not keep pets on the premises and to report income in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **RUTH CASAWAY**, 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-

RUTH CASAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Ruth Casaway, respondent

Date of Decision: January 16, 2004

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay for electricity, failing to report income and keeping a pet on the premises. The applicant sought an order requiring the respondent to pay compensation for costs of electricity which were paid on behalf of the respondent and termination of the tenancy agreement.

The applicant provided a statement of account dated January 12, 2004 which indicated a balance owing in the amount of \$686.48. Included in this balance were charges for electricity which were paid on behalf of the respondent in the amount of \$650.34. Other debits on the statement included rent and an invoice for \$109.82 which the applicant stated was for the repair of a toilet handle damaged by the tenant. No work order or other details of the work performed or costs were provided by the applicant.

The applicant also provided a household income form dated April 24, 2003 which set the applicant's rent at \$32/month. The applicant testified that she believed the tenant had worked since that date but had failed to file an amended income declaration.

The applicant testified that on visiting the premises on November 24, 2003 a dog was observed on the premises which is a breach of the written tenancy agreement between the parties.

The respondent provided a copy of the electrical statement which indicated that \$300 had been

paid to the supplier by the respondent on January 12, 2004. The due date of the statement was December 16, 2003 and the statement indicated arrears from previous periods and late penalty charges. The applicant's notice to the respondent indicated that the outstanding amounts were paid to the supplier on her behalf on January 5, 2004.

While the tenancy agreement obliges the tenant to pay for electricity directly to the supplier, the landlord is obliged to pay the supplier directly if the account is in serious arrears. The evidence confirms that the respondents account was more than 60 days in arrears and the tenant was notified that the account had been paid on her behalf. A previous order was filed on August 15, 2003 requiring the respondent to pay the applicant for electricity paid on her behalf and requiring her comply with her obligation to pay the supplier for electricity. I find the respondent has breached her obligation to pay for electricity and the previous order. I find the costs paid on her behalf to be \$650.32.

The respondent disputed the charges on the statement for the repair of a toilet handle for \$109.82. The evidence does not permit me to determine if the charges reflect repairs of tenant damage or are reasonable. The order shall therefore reflect only the costs of electricity which was paid on behalf of the respondent.

The respondent did not dispute that she had worked on occasion since the last household income form was filed on April 24, 2003 but was not currently employed. The tenant is obliged to report any changes in household income when they occur. The evidence suggests this has not been

done. I find the respondent in breach of her obligation to report income in accordance with the tenancy agreement.

The respondent did not dispute that a dog had been kept on the premises but stated that her son had taken care of it for a friend for only four days. Regardless of the duration, keeping a pet on the premises is a breach of the tenancy agreement and I find the respondent in breach of her obligation.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the costs of electricity which were paid on behalf of the respondent are promptly paid to the applicant. An order shall issue requiring the respondent to compensate the applicant for those costs in the amount of \$650.34 and terminating the tenancy agreement on January 30, 2004 unless that amount is paid in full. The order shall also require the respondent to comply with her obligation to not keep pets on the premises and to report income in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer