

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **GEORGE MACKEINZO AND MARION MACKEINZO**, Respondents;

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 -

**GEORGE MACKEINZO AND MARION MACKEINZO**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to pay for electricity for the rental premises.
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 2037 Sissons Court, Yellowknife, NT shall be terminated on June 23, 2004 unless the respondents comply with their obligation to pay for electricity by paying the outstanding balance on their electrical account.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June,  
2004.

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Hal Logsdon  
Rental Officer

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and **GEORGE MACKEINZO AND MARION MACKEINZO**, Respondents.

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-

**GEORGE MACKEINZO AND MARION MACKEINZO**

Respondents/Tenants

**REASONS FOR DECISION**

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|---------------------------------------|---|
| <b><u>Date of the Hearing:</u></b>    | <b>June 8, 2004</b>   |
| <b><u>Place of the Hearing:</u></b>   | <b>Yellowknife, NT</b>  |
| <b><u>Appearances at Hearing:</u></b> | <b>Mary George, representing the applicant<br/>Marion Mackeinzo, respondent</b> |
| <b><u>Date of Decision:</u></b>       | <b>June 8, 2004</b>   |

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay for electricity for the rental premises. The applicant sought an order requiring the respondents to pay the alleged outstanding electrical charges and termination of the tenancy agreement. The applicant stated that the respondent had paid all of the outstanding rent arrears since the application was filed.

The applicant provided a statement of the respondent's account with the supplier of electricity which indicated balance owing in the amount of \$366.92. The full amount was due on June 4, 2004.

The respondent did not dispute the allegations.

A previous order was issued on December 12, 2003 requiring the respondents to pay electricity and rent arrears and terminating the tenancy agreement unless the arrears were paid in full. The order was satisfied.

The tenancy agreement obligates the tenant to pay for electricity. The landlord is a provider of subsidized public housing who guarantees payment to the supplier if the tenant fails to pay the supplier. I find the respondents in breach of their obligation to pay for electricity. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the balance of the

electrical account is promptly paid to the supplier.

An order shall issue requiring the respondents to comply with their obligation to pay for electricity by paying the outstanding bills and terminating the tenancy agreement on June 23, 2004 unless the outstanding electrical account is paid in full.

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Hal Logsdon  
Rental Officer