

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **KIM KAMEEMALIK AND ANDY KAMEEMALIK**, 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 -

**KIM KAMEEMALIK AND ANDY KAMEEMALIK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed. The previous order (File #10-8111, filed on October 21, 2004) remains in effect.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of March,  
2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**KIM KAMEEMALIK AND ANDY KAMEEMALIK**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 8, 2005</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 Kim Kameemalik, respondent Kerry King, representing the respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 17, 2005</b>

**REASONS FOR DECISION**

The applicant alleged that respondents had breached the previous order (File #10-8111, filed on October 21, 2004) by failing to pay rent and rent arrears in accordance with the order and by failing to pay for electricity for the premises. The applicant sought an order requiring the respondents to pay the outstanding rent arrears and electrical charges and termination of the tenancy agreement unless the balance of rent arrears and electrical charges were paid by March 16, 2005.

The previous order required the respondents to pay rent arrears in the amount of \$1223.30 in monthly installments of \$100 along with the monthly rent until the arrears were paid and to comply with their obligation to pay for electricity. The rent arrears included \$898.30 of electrical charges which the landlord had paid on behalf of the tenant.

The premises are subsidized public housing and the tenancy agreement sets out the tenant's obligation to pay for electricity as follows:

**The Tenant shall pay for all utilities provided to the premises (including fuel oil, wood, electricity, water, sewer services and garbage disposal). As long as the Tenant is not in breach of the terms of this Agreement, and when the Tenant qualifies for subsidized rent reduction the Landlord may assist the Tenant by contributing to the Tenant's utilities based on the Northwest Territories Housing Corporation's written policy or Utility Scale.**

The current policy requires the tenant to pay the full amount of the monthly electrical bill and submit the paid bill to the landlord, who then credits the tenant's rent account with 50% of the

amount paid. The landlord also guarantees payment to the supplier who waives the normal deposit to open an account. Should the account fall into arrears of 2-3 months, the supplier may demand payment from the landlord.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$669.30. The applicant stated that they had searched the payments to the electrical supplier in order to give the respondent all of the credits that she would be entitled to. As a result credits of \$504 were applied to the respondents rent account on January 20, 2005.

The respondent testified that she was now receiving income support. She also outlined her financial difficulties and stated that she had concentrated on paying for her electrical bills rather than paying the rent which has been assessed at \$32/month. She stated that she lived close to the electrical supplier's office and understood that payments to her electrical account resulted in credits to her rent.

It is evident that the respondent failed to make payments of rent and arrears on the dates specified in the previous order. It also appears that the respondent did not bring all of her paid electrical bills to the landlord for the application of the credit but that the landlord applied some of the credits anyway, in order to benefit the tenant to the greatest extent possible. In terms of quantum, however, the order has been satisfied. The rent arrears have been reduced from \$1223.30 to \$669.30. This is more than the reduction of \$500 required by the order. In my opinion, there is no distinction between a credit to the rent account as a result of the electrical subsidy and rent paid,

in terms of the order.

Notwithstanding the tenant's failure to submit the paid electrical bills or submit them on time, paying the electrical bills rather than rent appears to be the most reasonable method of satisfying the order. The respondent's electrical bills have averaged \$268/month since the order was issued. Paying the electrical bill and receiving the rebate would pay the monthly rent of \$32 and the ordered payment of arrears.

Although the order has been breached due to the respondent's failure to pay the amounts ordered on the days they were due, in my opinion, the breach is not substantial enough to warrant termination. The rent arrears have been reduced in accordance with the order and it is likely that the income support program will pay future rent and electrical charges, permitting the tenant to continue to pay the arrears, either directly or through the application of electrical credits.

In my opinion, the respondent's failure to pay the electrical supplier on time is not a substantial breach of the order. The respondent is paying for electricity as evidenced by a recent payment in March and previously applied credits. The account is in arrears but the supplier has not called upon the landlord to pay on behalf of the tenant. In my opinion, late payment does not warrant termination provided the respondent makes sufficient payments so that the supplier does not demand payment from the landlord.

In summary, I do not feel termination is a reasonable remedy. The previous order shall remain in

effect. Should the rent arrears not be reduced in accordance with the order or increase due to non-payment or application of electrical charges paid on behalf of the tenant, the landlord may make application seeking termination.

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Hal Logsdon  
Rental Officer