

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **RAYLENE TUCCARO AND ROD BEAULIEU**, 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 -

**RAYLENE TUCCARO AND ROD BEAULIEU**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicant for the cost of electricity paid on their behalf in the amount of seven hundred sixty nine dollars and fifty one cents (\$769.51).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to pay for electricity by paying all overdue amounts to the electrical supplier.
3. 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 15-5009 47th Street,  
Yellowknife, NT shall be terminated on July 29, 2005 and the respondents shall vacate  
the premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of July,  
2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**RAYLENE TUCCARO AND ROD BEAULIEU**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 7, 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 Raylene Tuccaro, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 7, 2005</b>

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay for electricity during the term of the tenancy. The premises are subsidized public housing. The tenancy agreement obligates the tenant to pay for electricity but the Housing Authority guarantees payment to the supplier should the tenant default on payments.

The applicant stated that the Housing Authority had paid for electricity on behalf of the respondents, adding it to their rent account. A statement of the rent account was provided in evidence which indicated a balance owing of \$769.51. The applicant also stated that the respondents were in arrears with the electrical supplier and provided a statement from the supplier which indicated arrears of \$245.91.

The respondent did not dispute the allegations.

The applicant stated that they were willing to continue the tenancy provided the arrears with the Housing Authority and the electrical supplier were paid in full by July 29, 2005. The respondent indicated that they could pay the amounts by that date.

I find the respondents in breach of their obligation to pay for electricity during the term of the tenancy. I find the balance of costs paid by the landlord on her behalf to be \$769.51. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the amounts

owing to the landlord and the supplier of electricity are promptly paid.

An order shall issue requiring the respondents to pay the applicant \$769.51 and to pay all overdue amounts for electricity to the supplier. The tenancy agreement shall be terminated on July 29, 2005 unless the order is fully satisfied.

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Hal Logsdon  
Rental Officer