

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANGELA GAGNON**, 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 -

ANGELA GAGNON

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 the cost of electricity paid on her behalf in the amount of five hundred seventy four dollars and one cent (\$574.01).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her 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 2012 Sissons Court,

Yellowknife, NT shall be terminated on July 27, 2005 and the respondent 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.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANGELA GAGNON**, 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-

ANGELA GAGNON

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 7, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Mary George, representing the applicant Angela Gagnon, respondent
<u>Date of Decision:</u>	July 7, 2005

REASONS FOR DECISION

The applicant alleged that the respondent 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 respondent, adding it to her rent account. A statement of the rent account was provided in evidence which indicated a balance owing of \$574.01. The applicant also stated that the respondent was in arrears with the electrical supplier and provided a statement from the supplier which indicated arrears of \$177.33. The amount was due on July 6, 2005.

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 27, 2005. The respondent indicated that she could pay the amounts by that date.

I find the respondent in breach of her 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 \$574.01. 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 respondent to pay the applicant \$574.01 and to pay all overdue amounts for electricity to the supplier. The tenancy agreement shall be terminated on July 27, 2005 unless the order is fully satisfied.

Hal Logsdon
Rental Officer