

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ELIAS SARAVANJA**, 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 -

ELIAS SARAVANJA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of
November, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ELIAS SARA VANJA**, 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-

ELIAS SARA VANJA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim White, representing the applicant
Elias Saravanja, respondent

Date of Decision: November 4, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by impairing the safety of other tenants in the residential complex. The applicant sought an order terminating the tenancy agreement and requiring the respondent to pay the alleged rent arrears. The applicant stated that should the order terminating the tenancy agreement be denied, they wished to withdraw their request for the order for the rent arrears as the parties had come to an agreement for the orderly payment of the arrears.

The applicant testified that on August 29, 2008, the head landlord was called to the respondent's premises by a neighbour because the smoke alarm in the apartment had been activated. The applicant stated that a frying pan left on the electric range had filled the premises with smoke. The pan was removed and the premises ventilated. The respondent was not in the apartment. There was no fire. The fire department did not attend.

The respondent was served with a notice of early termination on September 2, 2008 pursuant to section 54(1)(f) of the *Residential Tenancies Act*, seeking vacant possession on September 12, 2008. The respondent remains in possession.

The respondent stated that he was cooking prunes in the morning. He placed prunes in a pot and covered them with several inches of water. The respondent testified that he brought the water to a boil and then turned the burner control knob to the "off" position. He left the pot on the burner to

permit the prunes to cool and left the apartment.

The respondent testified that the burner indicator light was inoperative. He stated that he relied on the "feel" of the knob to indicate if the burner was off and was under the impression when he left the apartment that the burner had been successfully turned off. The respondent stated that he had checked the indicator light after the incident and confirmed that it was inoperative. The respondent stated that he was away from the apartment for at least an hour, perhaps longer, indicating that the burner was not operating at a high level. The respondent did not deny that the pot had been left on a hot burner, causing the contents to fill the premises with smoke but stated that there were mitigating circumstances that should be considered.

It does not appear that the applicant was made aware of the allegedly malfunctioning indicator light before the incident or prior to the hearing. The respondent stated that he was now taking extra precaution to prevent a repeat of the incident by not leaving any unattended pots on the stove, even when he believed the burners had been turned off.

The premises are contained in a row housing complex containing four units.

Section 54 permits a landlord to serve a notice of early termination and a rental officer to order the termination of a tenancy agreement for certain breaches. One of them relates to the impairment of the safety of other tenants.

54(1)(f) The safety of the landlord or other tenants of the residential complex

has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant.

There have been other cases where a tenancy agreement has been terminated by order after a tenant has left a pot on the stove creating smoke and/or fire. However, these cases are quite different than the current one. In other cases, a pot was put on the stove to cook and simply left on the stove unattended. Alcohol and an element of negligence was involved. There was no attempt to turn the stove off - the tenants simply forgot.

In my opinion, the respondent did what a reasonable person would do. After the prunes came to a boil, he turned the pot off, relying on the only indicators that were available, the knob and the "feel" of the knob when it clicks into the "off" position. That the stove was not actually off, speaks more about the condition of the appliance than the negligence of the respondent.

In my opinion, the circumstances of this incident do not warrant the termination of the tenancy agreement. I urge the applicant to inspect the stove and indicator light and make the necessary repairs.

The request for an order terminating the tenancy agreement is denied and the application shall be dismissed.

Hal Logsdon
Rental Officer