

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SONIA AKANA**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

SONIA AKANA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of May,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SONIA AKANA**, 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-

SONIA AKANA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 3, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Sonia Akana, respondent

Date of Decision: May 3, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for electricity. The applicant sought an order terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant testified that the supplier placed a load limiter on the electrical service on March 6, 2012 due to non-payment and that the load limiter remained until March 20, 2012. If tripped, the entire electrical service to the premises would be disconnected disabling the smoke detectors in the unit. The applicant stated that the device had not been tripped. The premises are located in a complex of four units.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay for electricity. While I agree with the landlord that the tenant's failure to pay for electricity and the resultant disabling of the smoke detectors posed a serious risk to persons and property, in my opinion, the tenancy should continue provided there are no future breaches of this obligation.

An order shall issue requiring the respondent to comply with her obligation to pay for electricity and to not breach that obligation in the future.

Hal Logsdon
Rental Officer