

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CINDY JESKE**, 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 -

**CINDY JESKE**

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 during the term of the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CINDY JESKE**, 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-

**CINDY JESKE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 13, 2012**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Ella Newhook, representing the applicant**

**Date of Decision:**                      **June 13, 2012**

### **REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail but did not appear at the hearing. At the time of the hearing, there was no confirmation that the respondent had received the Notice of Attendance but a notice was left at the rental premises on May 28, 2012 indicating where the registered mail item could be picked up. In my opinion, it is reasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The matter was heard in the absence of the respondent.

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

The tenancy agreement between the parties obligates the tenant to pay for electricity during the tenancy, although a subsidy is provided by the landlord. The applicant stated that a load limiter was placed on the electrical service due to non-payment of the account on May 10, 2012 and the service was totally disconnected on May 17, 2012. The applicant stated that the premises remained without any electricity whatsoever until May 23, 2012 when the service was re-established. The applicant stated that the premises are part of a four unit complex and that the smoke detectors in the respondent's unit were rendered inoperative when the electricity was disconnected, creating a significant risk to tenants and property.

The non-payment of electrical service results in more than just a breach of the tenant's financial obligation when it results in disconnect. The disabling of fire protection devices causes a significant risk to life and property. It is, in my opinion, a serious breach.

In my opinion, termination of the tenancy agreement would be a reasonable remedy for repeated breaches of this obligation. As this is the first time this has occurred, a more reasonable remedy and hopefully an effective one, is an order requiring compliance with the obligation and a prohibition from committing the breach in the future.

An order shall issue requiring the respondent to comply with her obligation to pay for electricity during the term of the tenancy agreement and to not breach that obligation again.

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Hal Logsdon  
Rental Officer