

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 section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 792 Bigelow Crescent, Yellowknife, NT shall be terminated on February 28, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
February, 2013.

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: February 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Cindy Jeske, respondent

Date of Decision: February 13, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for electricity after an order had been issued requiring her to not breach that obligation again. The applicant sought an order terminating the tenancy agreement and evicting the respondent for failure to pay electricity. The premises are subsidized public housing.

The applicant stated that a load limiter was installed on the electrical service by the supplier on January 16, 2013 due to non-payment of the account and has not been removed.

A previous order (file #10-12888, filed on June 15, 2012) required the respondent to comply with her obligation to pay for electricity and to not breach that obligation again. The electricity had been previously disconnected by the supplier due to non payment of the account.

The applicant also stated that they discovered the furnace breaker turned off and the unit very cold during a routine inspection on January 29, 2013.

The respondent did not dispute that a load limiter had been installed due to non-payment of the electrical account but denied that the breaker had been intentionally turned off. She stated that she had been having financial difficulties and found the payment of the electrical bill beyond her means.

The tenancy agreement obligates the tenant to pay for electricity during the term of the agreement and the program provides a subsidy to reduce the cost of the utility to the tenant. The disconnection or limitation of electrical service presents a hazard to both life and property. The fire detection devices may become disabled and tenants may use unsafe methods of providing light and cooking facilities. The heat may be disrupted causing frost damage to the property. This is the second time the respondent has failed to maintain her electrical account in good standing causing a disruption in service.

I find the respondent in breach of her obligation to pay for electricity during the term of the tenancy and in breach of the previous order. In my opinion, there are sufficient grounds to terminate the tenancy agreement. In considering this matter I have not given any significant weight to the discovery of the furnace circuit breaker. There may be other reasons why the breaker was tripped.

An order shall issue terminating the tenancy agreement on February 28, 2013. An eviction order to be effective on March 1, 2013 shall be issued separately.

Hal Logsdon
Rental Officer