

IN THE MATTER between **NTHC**, Applicant, and **VF**, 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:

NTHC

Applicant/Landlord

-and-

VF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 27, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: DY, representing the Applicant

Date of Decision: June 11, 2021

REASONS FOR DECISION

The Respondent was served with a notice of attendance sent by registered mail. A notice card was left at the Respondent's address indicating where the item could be picked up. As well, the Respondent was contacted by phone on May 20, 2021, reminding them of the notice and providing the hearing information. In my opinion, it is reasonable to deem the notice served. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The parties entered into a monthly tenancy agreement on August 22, 2018. That agreement was terminated by Rental Officer order #16611 order on September 1, 2019, and an eviction order was issued to be effective on September 2, 2019. The Applicant has not filed the eviction order and it has consequently expired pursuant to subsection 86.1(2). The Respondent remained in possession of the premises. In my opinion, the failure of the Applicant to enforce the eviction order implies that the tenancy agreement has been reinstated.

The Applicant alleged that the Respondent has breached the tenancy agreement by failing to pay for electricity and sought the termination of the tenancy agreement and an eviction order.

The Applicant provided a notice from the supplier of electricity dated January 14, 2021, advising that they would be limiting service to the Respondent's premises on January 15, 2021. The Applicant testified that she had been unable to obtain specific information from the supplier but knew the service had been disconnected and that the account was still in arrears. The Applicant testified that the premises were part of a four-unit complex. They were unsure how the units were heated.

Pursuant to section 76 of the *Residential Tenancies Act* (the Act), I questioned the Northwest Territories Power Corporation about the status of the Respondent's electricity account as the Applicant was unable to obtain this information. I was provided with the following information:

1. A load limiter was installed on the service on January 21, 2021, and remains installed. The service has not been disconnected.
2. The balance on the account as at June 2, 2021, is \$1,902.61 of which \$1,841.54 is past due.
3. The last payment received from the Respondent was recorded November 9, 2018. The Last zero balance on the account was also on November 9, 2018.
4. The most recent charge on this account was \$34.32 in usage and \$26.75 in penalties.

Article 8 of the tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the tenancy

8. Utilities

The

Tenant shall pay for all utilities provided to the Premises (including fuel oil, natural gas, wood, electricity, water, sewer services and garbage disposal). As long as the Tenant is not in breach of the terms or promises of this Agreement and/or the Tenant qualifies for a rent subsidy, the Landlord may assist the Tenant by contributing to the Tenant's utilities.

Although the quantum of arrears is not large, the Respondent appears to have little or no intention of making any payments towards their electricity account. No payments have been made on the account for 2 ½ years. The recent installation of a load limiter by the supplier may reduce consumption, protect the property, and perhaps encourage the Respondent to pay the arrears and keep the account in good standing. However, with the arrival of warm weather, if the Respondent makes no effort to pay the arrears, the service will be cut off entirely. This would present a serious hazard to both the property and other tenants in the residential complex.

Should the electricity be disconnected, the Respondent would be unable to cook or use any lighting or other electrical devices. The Respondent would undoubtedly resort to appliances such as camp stoves and candles to cook and provide lighting. This would create a significant hazard to the property and other tenants. In my opinion, this represents a serious breach and warrants termination of the tenancy agreement unless the outstanding balance is promptly paid, the service is fully restored, and the account returned to good standing.

An order shall issue requiring the Respondent to comply with their obligation to pay for electricity during the term of the tenancy agreement, to comply with that obligation in the future, terminating the tenancy agreement on July 15, 2021, unless the electricity account has been paid in full, the full electrical service to the premises has been restored, and the electricity account has been restored to good standing. An eviction order shall become effective on July 16, 2021, unless this order is satisfied.

Hal Logsdon
Rental Officer