

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **BRUCE LEBLUE**, 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 **NORMAN WELLS, NT.**

BETWEEN:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

- and -

BRUCE LEBLUE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of
December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORMAN WELLS HOUSING AUTHORITY**, Applicant,
and **BRUCE LEBLUE**, 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:

NORMAN WELLS HOUSING AUTHORITY

Applicant/Landlord

-and-

BRUCE LEBLUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 18, 2002

Place of the Hearing: Norman Wells,, NT via teleconference

Appearances at Hearing: Joan Hickling, representing the applicant
Bruce LeBlue, respondent

Date of Decision: December 20, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and termination of the tenancy agreement. The applicant provided a copy of an aged accounts statement which indicated a balance owing in the amount of \$1575.49. The applicant noted that a significant amount of the arrears was attributed to unpaid amounts billed for water and sewage services and electricity. The applicant explained that quotas were established for consumption of water and electricity and if the tenant exceeded the established quotas, they paid the cost of the excess amounts.

The respondent did not dispute the allegations.

The tenancy agreement between the parties states,

As long as the Tenant is not in breach of the terms of this Agreement, and where the Tenant qualifies for subsidized rent reduction, the Landlord may assist the Tenant by contributing to the Tenant's utilities based on the *Northwest Territories Housing Corporation's written Utility Policy or Utility Scale* (italics mine).

The NWT Housing Corporation's User Pay Power Program Policy does not contain any provision whereby a tenant is charged the full rate for electricity consumed over a given consumption level.

The program policy provides a simple subsidy/KWH which reduces the tenant cost to \$.06/kwh for all electricity used. Therefore, it appears that the electrical charges shown on the invoices provided by the applicant in evidence are not in accordance with the provisions the NWT

Housing Corporation Policy.

Similarly, the NWT Housing Corporation Water Sewer Policy permits the establishment of a quota for water consumption of 250 litres/person/day for units on piped services and permits agent/landlords to bill tenants for amounts consumed over that amount. It is my understanding that the premises are served with piped water services. The respondent's household income form indicates four occupants which would result in a monthly quota of 31,000 litres (in a 31 day month). The invoices for water charged to the respondent indicate a quota of 21,900 litres. Again, the charges on the ledger do not appear to be in accordance with the NWT Housing Corporation policy.

The evidence submitted does not segregate water charges, electrical charges and rent charges. Therefore I am unable to ascertain how much of the alleged arrears are rent or to calculate any adjustments for water or electricity. Therefore I am unable to determine the indebtedness of the respondent to the applicant, if any, and must dismiss the application. I do so without prejudice. The applicant is free to make a future application containing additional evidence.

Hal Logsdon
Rental Officer