

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JUDY POITRAS**, 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 -

JUDY POITRAS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 54(4) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 18, 5009 - 47th Street, Yellowknife, NT shall be terminated on December 17, 2010 at 12:00 noon and the respondent shall vacate the premises at that time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of
December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JUDY POITRAS**, 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-

JUDY POITRAS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 1, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Date of Decision: December 2, 2010

REASONS FOR DECISION

This matter was originally scheduled to be heard on November 10, 2010 but was not heard at that time because the Notice of Attendance had not been served on the respondent despite four attempts to personally serve her. The matter was rescheduled for December 1, 2010 and the applicant attempted to serve the Notice of Attendance to the respondent. A Notice of Attendance was also sent to the respondent by registered mail on November 16, 2010. The applicant testified that the respondent had attended their office on November 22, 2010 and the Notice of Attendance was presented to her. The applicant testified that the respondent refused to accept the notice. In my opinion, it is clear that the respondent is intentionally avoiding service and it is reasonable to deem the Notice of Attendance served by registered mail pursuant to section 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had caused the disconnection of electricity to the premises by failing to pay for the electrical charges and sought an order terminating the tenancy agreement and eviction of the respondent.

The applicant testified that the electricity was disconnected by the supplier for non-payment on October 21, 2010. A notice was served on the respondent on October 19, 2010 advising the respondent that the landlord had received notice from the supplier of electricity that the service would be disconnected and advised the respondent of her obligation to continue service. On

October 22, 2010 the applicant served a Notice of Early Termination seeking possession of the premises on November 2, 2010 due to frustration of the tenancy agreement. The applicant stated that the tenant remains in possession and the electricity remains disconnected. The applicant expressed their concern for the safety of the tenant and other occupants of the residential complex and noted that the cooking stove and refrigerator and lighting would not be operable without electricity.

Article 8 of the written tenancy agreement between the parties obligates the tenant to pay for all utilities provided to the premises, including electricity.

Although the Notice of Early Termination noted frustration of the tenancy agreement as a cause for the notice, I find no frustration of contract here. In my opinion the notice could have been made pursuant to section 54(1)(f).

the safety of the landlord or other tenants of the residential complex has been seriously impaired by an act or omission of the tenant or a person permitted in or on the rental premises or residential complex by the tenant.

Without electricity, the tenant may be inclined to use cooking devices which present a hazard when used indoors or use candles or gas lanterns for light. Without electricity, the smoke detectors would not operate if a fire were to occur presenting a grave danger to the tenants and other occupants of the building.

The respondent has not complied with the requests to re-establish the electrical account nor does she show any inclination to resolve the problem. In my opinion, the termination of the tenancy

agreement is reasonable. An order shall issue terminating the tenancy agreement on December 17, 2010 at 12:00 Noon.

Hal Logsdon
Rental Officer