

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETH ANNE FRISE**, 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 -

BETH ANNE FRISE

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 753 Bigelow Crescent, Yellowknife, NT shall be terminated on May 16, 2011 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of April,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETH ANNE FRISE**, 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-

BETH ANNE FRISE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 13, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Beth Anne Frise, respondent
Janet Stephenson, representing the respondent

Date of Decision: April 19, 2011

REASONS FOR DECISION

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

The applicant testified that the respondent had failed to pay for electricity on two occasions causing the supplier to install a load limiter on the supply. The tenancy agreement obligates the tenant to pay for electricity during the term of the tenancy agreement but there is a program in place where rebates are provided to subsidize the cost of the utility. The applicant testified that service had been curtailed from July 15 to August 25, 2010 and again from March 14 to March 31, 2011. The applicant stated that should the load limiter be tripped by the occupant, the electricity would be shut off, causing both the smoke detectors and the heating system to become inoperative.

The applicant stated that when they were advised by the electrical supplier in March , 2011 that the load limiter would be installed, they entered the premises suspecting that they may have been abandoned. They discovered several persons sleeping in the unit that were unknown to the applicant and not listed on the tenancy agreement as occupants. The locks were changed and a “watchman” installed to warn if the heat to the premises was interrupted. The applicant stated that they were unable to locate the respondent but left a notice advising the respondent to contact them in order to gain entry to the premises. On the respondent’s return, the new keys were provided to her.

The respondent did not dispute that the electricity account was not paid on two occasions causing the load limiter to be installed. She stated that persons were “looking after” the premises but acknowledged that they were not full time occupants. The respondent also acknowledged that she did not notify the applicant of her absences on either occasion. She complained that the landlord had entered the premises without notice and changed the locks without her permission.

The respondent stated that she planned on applying for income assistance. She stated that her finances are now in order and she will be able to pay for the electricity every month and avoid any future disconnection.

Article 18 of the tenancy agreement obligates the tenant to notify the landlord when the premises will be unoccupied.

18. Premises Unoccupied

The Tenant promises not to leave the premises unoccupied for longer than:

- a) Seven (7) days during the period from May 1st to September 30th of each year, without prior written notice to the Landlord;
and
- b) Twenty-four (24) hours during the period from October 1st to April 30th of each year, without prior written notice to the Landlord.

In my opinion, this is a reasonable obligation intended to protect the property of both landlord and tenant. I find the respondent was in breach of this obligation on two occasions.

Fortunately, there were no serious consequences to these breaches. However, had the load limiter been tripped by the occupants, the premises could have sustained significant damage by freezing. Worse yet, had there been a fire with smoke detectors disabled, the results could have been

tragic. The applicant stated that the respondent was advised of the seriousness of the breach after she failed to pay for electricity in 2010 and warned that the landlord would not tolerate any future breaches of this obligation.

I am not convinced that the respondent will not breach the obligation again. Taking into consideration the subsidies of rent and electricity provided through the public housing program, a tenant of any income should be able to pay these costs. The respondent stated that she intends to apply for assistance but hasn't yet done so. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

The applicant's entry without notice was reasonable as there were grounds to believe that the premises were abandoned. The changing of the locks was also, in my opinion, reasonable as the occupants were unknown to the applicant and not included on the tenancy agreement. The applicant had no way of contacting the respondent to confirm if she intended to return or if the occupants were authorized by her. There was no interference with the respondent's possession as the keys were supplied to her without delay on her return. The changing of the locks served to protect the property of both the landlord and the tenant.

An order shall issue terminating the tenancy agreement on May 16, 2011. An eviction order shall be issued separately.

Hal Logsdon
Rental Officer