

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY AGNES MANTLA**, 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 -

MARY AGNES MANTLA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity and not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of March,
2012.

Hal Logsdon

Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARY AGNES MANTLA**, 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-

MARY AGNES MANTLA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 21, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Mary Agnes Mantla, respondent
Mira Hall, representing the respondent

Date of Decision: March 21, 2012

REASONS FOR DECISION

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

The applicant stated that a load limiter was placed on the electrical service by the supplier due to non-payment of the account. The applicant stated that if the limiter is tripped, the electricity supply is completely shut off, disabling the smoke detectors in the premises. The applicant stated that this had happened twice between January 26 and February 2, 2012 when the limiter was in place. The applicant stated that this presented a serious hazard to residents of the six unit complex and the property.

The respondent did not dispute the allegations. She stated that she had been dependent on her family members to help pay for the electricity but now had a job which would ensure that the electricity costs were promptly paid.

I find the respondent in breach of her obligation to pay for electricity. In my opinion, this breach does present a significant risk to persons and property. However, the breach appears to have been resolved and is unlikely to occur in the future. In my opinion, the termination of the tenancy agreement is not warranted.

An order shall issue requiring the respondent to comply with her obligation to pay for electricity during the term of the tenancy agreement and to not breach that obligation again.

Hal Logsdon
Rental Officer