

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ERIK KRISTENSEN**, 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 -

ERIK KRISTENSEN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not store dangerous goods in the rental premises and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ERIK KRISTENSEN**, 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-

ERIK KRISTENSEN

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
Erik Kristensen, respondent

Date of Decision: March 21, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by storing gasoline in the apartment. The applicant withdrew their request to terminate the tenancy agreement in favour of an order requiring the respondent to comply with the obligation and to not breach it again.

The applicant stated that tenants' complaints about the odour of gasoline in the building led to the discovery of stored and spilled gasoline in the respondent's premises. The respondent also had a generator and batteries in the apartment. The Fire Department attended the premises and ordered that the respondent immediately cease using the premises as a workshop and remove the hazardous materials. Photographs and the order were provided in evidence.

The respondent did not dispute the allegations.

Article 13 of the tenancy agreement prohibits the storage of dangerous goods in the premises.

Storage of these materials is also a contravention of the *Fire Protection Act* and the *National Fire Code*.

The respondent has taken corrective action as ordered.

I find that the respondent breached the tenancy agreement by storing gasoline in the premises. An

order shall issue requiring the respondent to comply with his obligation to not store dangerous goods in the rental premises and not breach that obligation again.

Hal Logsdon
Rental Officer