

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **PEGGY ANNE KING**, 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 -

PEGGY ANNE KING

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 Apartment 15, 5009 - 47th Street, Yellowknife, NT shall be terminated on April 4, 2012 and the respondent shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **PEGGY ANNE KING**, 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-

PEGGY ANNE KING

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
Peggy Anne King, respondent (after the hearing)

Date of Decision: March 21, 2012

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing at 10:30 AM in accordance with the notice. The hearing was held in her absence and a decision made. Later in the day, the respondent attended the Rental Office and stated that she had misinterpreted the time on the notice and asked if she could be heard. I agreed to allow her to speak to the matter at 3:00 PM if the applicant agreed. The respondent appeared at 3:00 PM and the applicant agreed to permit her to speak to the matter.

The applicant alleged that the respondent had breached the tenancy agreement and a previous order by failing to pay for electricity during the term of the tenancy agreement. The applicant stated that as a consequence, the supplier of electricity had disconnected the service and the premises were without electricity between February 15 and February 20, 2012. The applicant stated that without any electricity, the smoke detectors in the premises were disabled, creating a serious risk to the tenant, other occupants of the multi-family complex and the property. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

When the respondent spoke to the matter, she stated that she struggled with alcohol and wanted to get her life back in order. She stated that she had lived in public housing since she was a teenager and wanted another chance to keep her housing. She had two teenaged children at home.

A previous order was issued in November, 2011 ordering the respondent to comply with her obligation to pay for electricity and to not breach that obligation again. The respondent did not attend that hearing but was served with a Notice of Attendance and the resulting order. The applicant had originally sought termination and eviction but withdrew that request for an order to comply.

Without electricity, a fire in the apartment could occur undetected causing injury or death to the respondent and other tenants in the building. Having no electricity during the dark months of winter is an invitation to use candles for lighting; a major cause of domestic fires. The previous order should have served as a warning to the respondent. It does not appear to have had any effect. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent.

An order shall issue terminating the tenancy agreement on April 4, 2012. An eviction order to be effective on April 5, 2012 shall be issued separately.

Hal Logsdon
Rental Officer