

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MONICA SCOTTIE**, 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 -

MONICA SCOTTIE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed. The previous order (file #12179, filed on June 24, 2011) remains in effect.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of April,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MONICA SCOTTIE**, 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-

MONICA SCOTTIE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 11, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Monica Scottie, respondent

Date of Decision: April 13, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement and a previous order by failing to pay for electricity. The applicant sought an order terminating the tenancy agreement and evicting the respondent.

The applicant testified that the supplier of electricity installed a load limiter on the electrical service due to non-payment of the account. The load limiter was installed on January 31, 2012 and was removed on February 6, 2012. The rental premises are contained in a six unit row house complex. The applicant stated that if the load limiter was tripped, the fire protection equipment would not be operational, subjecting the tenant, other occupants of the complex and the property to risk.

This is the second time that the respondent has failed to pay for electricity resulting in disconnection of the service or the installation of a load limiter. A previous order (file #10-12179, filed on June 24, 2011) was issued ordering the respondent to comply with her obligation to pay for electricity and to not breach that obligation again.

The respondent did not dispute the allegations. She stated that it was often difficult for her to pay the full cost of electricity given her income.

The tenancy agreement between the parties obligates the tenant to pay for utilities during the term

of the agreement but states that if the tenant is not in breach of other obligations and qualifies for a rent subsidy, the landlord may assist the tenant. Currently the landlord provides a rebate to the tenant on the receipt of a paid electrical invoice. The rebate is applied to the rent account as a credit. For very low income tenants, the rebate typically exceeds the monthly assessed rent. The applicant stated that the respondent is currently assessed the minimum rent of \$32 and has a credit on her rent account of \$161.

Clearly, the respondent was in breach of her obligation to pay for electricity and has breached the previous order. However, in my opinion, termination of the tenancy agreement is not an appropriate remedy given the circumstances. Unlike the circumstances in *Yellowknife Housing Authority v. Beth Ann Frise*, file #10-12092, April 19, 2011 the respondent personally occupied the premises during the time the limiter was installed and could have promptly notified the landlord if the device had been tripped. The risks created by the respondent's breach were significantly lower than those created in *Frise* and appear to be due in part by an affordability problem rather than simple negligence.

The request for an order terminating the tenancy agreement and evicting the respondent is denied.

The previous order remains in effect.

Hal Logsdon
Rental Officer