

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BEATRICE GOOSE**, 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 -

**BEATRICE GOOSE**

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 shall not breach that obligation again.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of seventy five dollars and ninety eight cents (\$75.98).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of May,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **BEATRICE GOOSE**, 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-

**BEATRICE GOOSE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 3, 2012

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Beatrice Goose, respondent

**Date of Decision:** May 3, 2012

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity. The applicant served a notice of early termination on the respondent on February 28, 2012 seeking vacant possession on March 9, 2012. The respondent remains in possession. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant testified that the electrical service to the premises was disconnected on February 27, 2012 for non-payment and was not reconnected until March 2, 2012. During that period the smoke detectors in the apartment were disabled, creating a risk for the tenant, the other three tenants in the building and the property.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing of \$75.98.

The respondent did not dispute the allegations and stated that she could pay the rent arrears by May 11, 2012.

I find the respondent in breach of her obligation to pay rent and her obligation to pay for electricity. I find the rent arrears to be \$75.98. While I agree with the landlord that the tenant's

failure to pay for electricity and the resultant disabling of the smoke detectors posed a serious risk to persons and property, in my opinion, the tenancy should continue provided there are no future breaches of this obligation.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$75.98, to comply with her obligation to pay for electricity and to not breach that obligation in the future.

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Hal Logsdon  
Rental Officer