

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ASHLEE LAGACE**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**ASHLEE LAGACE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for electricity during the term of the tenancy agreement.
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 306, 100 Beck Court, Yellowknife, NT shall be terminated on July 13, 2012 and the respondent shall vacate the premises on that date unless electrical service to the premises is reestablished by the respondent.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of July,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ASHLEE LAGACE**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**ASHLEE LAGACE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 4, 2012

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

**Appearances at Hearing:** Darin Ryden, representing the applicant  
Ashlee Lagace, respondent

**Date of Decision:** July 5, 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 applicant alleged that the electricity was disconnected on May 30, 2012 for non-payment and to date, has not been reconnected. The written tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the tenancy agreement.

The respondent did not dispute the allegations. She presented a letter from Yellowknife Health and Social Services Authority confirming that she had been approved for funding to pay for rent arrears and the monies owed to the electrical supplier. Presumably, this will result in the reestablishment of electricity to the premises.

In my opinion, the failure to comply with this obligation is a serious breach of the tenancy agreement for safety reasons. The lack of electricity in most premises, disables the fire and smoke detection systems in the apartment presenting a serious risk to life and property should a fire occur. The breach warrants termination of the tenancy agreement if it is not corrected promptly.

An order shall issue requiring the respondent to comply with her obligation to pay for electricity

and terminating the tenancy agreement on July 13, 2012 unless the electrical service has been re-established for the premises. An eviction order to be effective on July 16, 2012 unless the electrical service is re-established on or before July 13, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer