

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SHIRLEY MACKEINZO**, 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 -

SHIRLEY MACKEINZO

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.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SHIRLEY MACKEINZO**, 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-

SHIRLEY MACKEINZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 15, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Arlene Hache, representing the respondent

Date of Decision: August 15, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for electricity. The applicant sought an order terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant stated that the electrical service to the premises had been disconnected on June 14, 2012 due to non-payment and that the premises had been without electricity since that date. The applicant stated that there are four units in the complex. The applicant stated that the disconnection of the electricity results in the smoke detectors being disabled.

The respondent's representative stated that the respondent has been approved for financial assistance that will enable her to promptly pay the outstanding balance on the electrical account and re-establish service. She stated that the respondent pays her rent on time and is a good tenant but ran into some difficulties with her income support which caused the electricity account to go into arrears. She stated that she believes that the respondent will now be able to keep the account current.

I find the respondent in breach of her obligation to pay for electricity, which is an obligation clearly set out in the written tenancy agreement. The disconnection of electricity would not be such a serious breach if it wasn't for the risk posed by the disabling of the fire protection equipment. A disconnection puts not only the tenant and the property at risk but other tenants

living in the complex. However, I am satisfied that the respondent will rectify the situation and hopefully it will not occur again. In my opinion, termination of the tenancy agreement is not an appropriate remedy at this time.

An order shall issue requiring the respondent to comply with her obligation to pay for electricity during the term of the tenancy and to not breach that obligation again.

Hal Logsdon
Rental Officer