

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **COURTNEY JANES**, 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 -

COURTNEY JANES

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two hundred forty eight dollars (\$248.00).
2. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 6254 Finlayson Drive North, Yellowknife, NT shall be terminated on February 25, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
February, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **COURTNEY JANES**, 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-

COURTNEY JANES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant
Courtney Janes, respondent

Date of Decision: February 13, 2013

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 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 provided a statement of the rent account in evidence which indicated a balance of rent owing of \$248. The monthly rent for the premises has been assessed as \$80.

The applicant stated that a load limiter was installed on the electrical service by the supplier on January 7, 2013 due to non-payment of the account. The applicant stated that the load limiter was tripped on January 9, 2013 causing the unit to freeze and causing damage to the pipes. The respondent did not contact the applicant to report the tripping of the limiter. The applicant stated that the repair costs had not been finally determined but estimated that they would be in excess of \$1000. The applicant has established electrical service in their name.

The applicant also noted that the main door and a window in the premises were discovered open on February 10, 2013. The head landlord attended the premises and reported no damages were observed.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligations to pay rent and to pay for electricity during the term of the tenancy agreement. I find the rent arrears to be \$248. Although not a large amount, the arrears represent three months of rent. The respondent's failure to pay for electricity and her negligence in not reporting the tripping of the load limiter has caused damage to the property and could have jeopardized both property and lives as the lack of electricity disables the fire detection system. In my opinion there are adequate grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$248 and terminating the tenancy agreement on February 25, 2013. An eviction order to be effective on February 26, 2013 shall be issued separately.

Hal Logsdon
Rental Officer