

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

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 762 Bigelow Crescent, Yellowknife, NT shall be terminated on February 28, 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.

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Hal Logsdon  
Rental Officer

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

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  
Beatrice Ruben, 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 for electricity after an order had been issued requiring her to not breach that obligation again. The applicant stated that all of the rent arrears had been paid since the application was filed. The applicant sought an order terminating the tenancy agreement and evicting the respondent for failure to pay electricity. The premises are subsidized public housing.

The applicant stated that a load limiter was installed on the electrical service by the supplier on January 21, 2013 due to non-payment of the account. Full electrical service was not restored until February 5, 2013.

A previous order (file #10-11924, filed on February 8, 2011) required the respondent to comply with her obligation to pay for electricity. The electricity had been previously disconnected by the supplier due to non payment of the account.

The respondent did not dispute the allegations.

The tenancy agreement obligates the tenant to pay for electricity during the term of the agreement and the program provides a subsidy to reduce the cost of the utility to the tenant. The disconnection or limitation of the service presents a hazard to both life and property as the fire detection devices may become disabled and tenants may use unsafe methods of providing light

and cooking facilities. This is the second time the respondent has failed to maintain her electrical account in good standing causing a disruption in service. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue terminating the tenancy agreement on February 28, 2013. An eviction order to be effective on March 1, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer