

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KIRA MARTIN**, 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 -

KIRA MARTIN

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 during the term of the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of April,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **KIRA MARTIN**, 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-

KIRA MARTIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Ella Newhook, representing the applicant

Date of Decision: March 13, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail which was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 an order evicting the respondent. The premises are subsidized public housing.

The applicant testified that a load limiter had been placed on the respondent's electrical service on January 24, 2013 due to non-payment of rent. The applicant provided a copy of the tenancy agreement in evidence which obligated the respondent to pay for electricity during the term of the agreement.

I find the respondent in breach of her obligation to pay for electricity during the term of the agreement. I note that the respondent took prompt action to remedy this breach and had the service re-established within two days. In my opinion the breach does not warrant the termination of the tenancy agreement.

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

Hal Logsdon
Rental Officer