

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and **JIMMY WHANE**, 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 **BEHCHOKO, NT**.

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

JIMMY WHANE

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 fifteen thousand four hundred ninety dollars (\$15,490.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 681B, Godliwa Tili, Behchoko, NT shall be terminated on September 11, 2013 and the respondent shall vacate the premises on that date.
3. Pursuant to section 63(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the

applicant compensation of fifty one dollars and fifty cents (\$51.50) for each day in September, 2013 after September 11, 2013 that the respondent remains in possession of the premises.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of August, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
JIMMY WHANE, 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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

JIMMY WHANE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 23, 2013

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Michael Keohane, representing the applicant

Date of Decision: August 27, 2013

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay for electricity during the term of the agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and costs related to the re-connection of the electrical service. The applicant also sought an order terminating the tenancy agreement and evicting the tenant. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing of \$15,490. The full unsubsidized rent of \$1545 has been applied in every month following December, 2012 and no rent whatsoever has been paid since July 30, 2012. The applicant testified that the full unsubsidized rent had been applied because the respondent had failed to provide any income information on which to calculate a subsidized rent.

The applicant testified that the electrical service to the premises had been disconnected due to non-payment and the respondent had been supplying the premises with electricity via an extension cord from the common utility room. The applicant stated that in order to have the electricity reconnected they would have to pay approximately \$800. The applicant sought compensation for that estimated cost.

I find the ledger in order and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$15,490. I also find the respondent in breach of his obligation to pay for electricity in accordance with the tenancy agreement. His unauthorized use of electricity supplied to the utility room represents a danger to himself, other tenants and the landlord's property.

The applicant provided no details of how they arrived at the \$800 compensation for the re-connection of the electricity. When re-connecting a house or trailer, the owner is required to ensure that nine conditions are met, as set out in the regulations. The cost of doing this work may be small or large depending on the age and condition of the premises. In my opinion, this is required upgrading. The work which may or may not be required is not the direct result of the tenant's failure to pay for electricity. It is simply triggered by the disconnection of the service. The applicant has not demonstrated that any of the work was made necessary due to the tenant's negligence. The request for relief for the electrical connection is denied.

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent shows little inclination to pay rent or electricity or report his household income. An order shall issue requiring the respondent to pay the applicant rent arrears of \$15,490 and terminating the tenancy agreement on September 11, 2013. Should the respondent fail to vacate the premises on that day, the respondent shall pay the applicant \$51.50/day for each additional day in September, 2013 he continues to occupy the premises.

An eviction order to be effective on September 12, 2013 shall be issued separately.

Hal Logsdon
Rental Officer