

IN THE MATTER between **FRANCES CARBERRY**, Applicant, and **MAUREEN MCNEELY AND MICHAEL COTCHILLY**, Respondents;

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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

FRANCES CARBERRY

Applicant/Landlord

- and -

MAUREEN MCNEELY AND MICHAEL COTCHILLY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of four thousand ninety four dollars and fifty three cents (\$4094.53).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicant for utilities purchased on their behalf in the amount of one thousand two hundred six dollars and thirty three cents (\$1206.33).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of May, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FRANCES CARBERRY**, Applicant, and **MAUREEN MCNEELY AND MICHAEL COTCHILLY**, Respondents.

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:

FRANCES CARBERRY

Applicant/Landlord

-and-

MAUREEN MCNEELY AND MICHAEL COTCHILLY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 17, 2002

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Frances Carberry, applicant
Maureen McNeely, representing the respondents

Date of Decision: May 17, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay for the cost of utilities which was their obligation pursuant to a written tenancy agreement.

The tenancy agreement commenced on October 13, 2001 and was terminated on February 13, 2002. The applicant testified that the respondents failed to pay any rent for the premises during the tenancy. Prorating the rent of \$950/month for the first and last months of the tenancy, the applicant calculated the rent arrears to be \$4094.53 and sought an order requiring the respondents to pay that amount.

The written tenancy agreement between the parties obligated the respondents to pay for the costs of utilities. The applicant testified that the respondents failed to promptly establish accounts for utilities causing the applicant to assume costs for part of the tenancy. The applicant also testified that on two occasions the respondents were unable to pay for fuel and that she paid for delivery of fuel oil in order to protect the property. The applicant provided receipts for the utilities paid on behalf of the respondents in the amount of \$1206.33.

The respondent did not dispute the allegations.

I find the evidence submitted by the applicant supports the allegations. I find the respondents

breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay for utilities which was their responsibility pursuant to the written tenancy agreement between the parties. I find the rent arrears to be \$4094.53 and the utility costs to be \$1206.33.

An order shall be issued requiring the respondents to pay the applicant rent arrears and utility costs in the amount of \$5300.86.

Hal Logsdon
Rental Officer