

IN THE MATTER between **JAMES HEALEY AND ROBERTA HEALEY**,
Applicants, and **JOAN HUDSON AND DYLAN HAYNE**, 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:

JAMES HEALEY AND ROBERTA HEALEY

Applicants/Landlords

- and -

JOAN HUDSON AND DYLAN HAYNE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants rent arrears in the amount of two thousand one hundred fifty dollars (\$2150.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicants for utilities which have or will be paid on their behalf in the amount of six hundred fifty eight dollars and fifty three cents (\$658.53).
3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicants costs related to repairs which were made necessary due to their negligence

in the amount of ninety six dollars and thirty cents (\$96.30).

4. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 716 Bigelow Crescent shall be terminated on February 28, 2004 and the respondents shall vacate the premises on that day.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of February, 2004.

Hal Logsdon
Rental Officer

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BETWEEN:

JAMES HEALEY AND ROBERTA HEALEY

Applicants/Landlords

-and-

JOAN HUDSON AND DYLAN HAYNE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 11, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jim Weller, representing the applicants

Date of Decision: February 12, 2004

REASONS FOR DECISION

This application was heard in part on January 13, 2004. At that time the parties consented to an order terminating the tenancy agreement on January 30, 2004 unless rent arrears of at least \$1250 were paid to the applicant. The parties agreed to adjourn the other matters contained in the application to permit the parties time to arrange mutually suitable payment arrangements. An order issued on January 19, 2004 terminating the tenancy agreement on January 30, 2004 unless the respondents paid the applicant \$1250 and the remaining matters were adjourned to February 11, 2004 at 9:30 AM.

The respondents failed to appear at the hearing on February 11, 2004 and the hearing was continued in their absence.

The applicant testified that the respondents had paid the required \$1250 on February 2, 2004 and had agreed to make further payments prior to the continuation of the hearing. He testified that no further payments were received and no alternate arrangements made. The applicant testified that the respondents indicated to him that they intended to vacate the premises on March 1, 2004.

The applicant alleged that the respondents owed \$2904.83, consisting of the following amounts:

Rent arrears

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2150.

Electrical costs

Although the respondents were responsible for payment of electrical costs, the applicant stated that the electricity had been disconnected and the account had been established in the name of the landlord to protect the premises. The applicant provided an invoice for \$131.19 which would be paid by the landlord and estimated that a total expenditure of \$218.97 would be due to the date of the hearing.

Water costs

The applicant testified that the respondents had failed to pay for water costs in accordance with the tenancy agreement and submitted a statement which indicated that \$371.65 had been transferred to the landlord's taxes and an additional \$67.91 was outstanding.

Repair costs

The applicant testified that the respondents had permitted the premises to run out of fuel causing the furnace to quit. He provided an invoice from a service contractor for \$96.30 to bleed and restart the furnace.

I find the rent account in order. The written tenancy agreement between the parties requires the tenants to pay for electricity and water. The landlord has or will be required to pay for these services on the tenants' behalf. I find the costs and the estimates of electricity to be in order. I find the respondents liable for the furnace repair costs as the malfunction was a direct result of fuel

exhaustion. The supply of fuel is the obligation of the tenant.

Notwithstanding that the respondents have indicated their intention to vacate, there are, in my opinion, sufficient grounds to terminate the tenancy agreement by order. The landlord has made every effort to permit the respondents time to pay for the outstanding rent and utility charges and they have failed to make suitable arrangements. The applicant's request for a termination date of February 28, 2004 is reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears, utilities and repair costs in the total amount of \$2904.83 and terminating the tenancy agreement on February 28, 2004.

Hal Logsdon
Rental Officer