

IN THE MATTER between **CHAR DEVELOPMENTS LTD.**, Applicant, and **GREG WHITE AND MARILYN HAGEN PARION**, 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:

CHAR DEVELOPMENTS LTD.

Applicant/Landlord

- and -

GREG WHITE AND MARILYN HAGEN PARION

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 one thousand seven hundred dollars (\$1700.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicant for utility costs which were paid on their behalf in the amount of two thousand three hundred twenty three dollars and twelve cents (\$2323.12).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of July, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **CHAR DEVELOPMENTS LTD.**, Applicant, and **GREG WHITE AND MARILYN HAGEN PARION**, 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:

CHAR DEVELOPMENTS LTD.

Applicant/Landlord

-and-

GREG WHITE AND MARILYN HAGEN PARION

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 20, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lloyd Lush, representing the applicant

Date of Decision: July 20, 2004

REASONS FOR DECISION

The respondents were served with Notices of Attendance on July 9, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and failing to pay for utilities. The applicant sought an order requiring the respondents to pay the alleged rent arrears and utility costs.

The tenancy agreement between the parties was terminated in April, 2003. Section 68 of the *Residential Tenancies Act* requires that an application be made within six months of the breach of an obligation but permits a rental officer to extend the time for making an application if it is not unfair to do so. The applicant indicated that he had made a previous application concerning this matter but had withdrawn it when the respondents made an offer to pay and provided post-dated cheques. The applicant stated that he had made this application after three of the cheques had been returned for insufficient funds. In my opinion, it is not unfair to extend the time period and consider this matter as the applicant had reasonable expectations that the matter would be resolved without legal action.

The applicant testified that the full rent had not been paid in February, 2003 and no rent had been paid in March and April, leaving a balance owing in the amount of \$1700. The applicant also testified that he had paid water costs in the amount of \$2264.30 on behalf of the respondents to

prevent the amount from being added to his municipal tax account. The applicant also testified that he had paid the final electrical bill as the respondents had not changed the account to their names at the commencement of the tenancy agreement and did not pay the final invoice. The applicant provided the final electrical bill in the amount of \$58.82.

The written tenancy agreement between the parties obligated the tenants to pay for all utilities.

I find the respondents breached their obligation to pay rent and utilities and find the rent arrears to be \$1700 and the utility costs paid on their behalf to be \$2323.12. An order shall issue requiring the respondents to pay the applicant the rent arrears and utility costs paid on their behalf.

Hal Logsdon
Rental Officer