

IN THE MATTER between **RENEE JONES AND MATIJA STUHEC**, Applicants,
and **RYAN SUNDBERG AND PAULA SMITH**, 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:

RENEE JONES AND MATIJA STUHEC

Applicants/Landlords

- and -

RYAN SUNDBERG AND PAULA SMITH

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicants costs of fuel, electricity and water which were paid on their behalf in the amount of eight hundred forty six dollars and sixteen cents (\$846.16).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of October,
2005.

Hal Logsdon
Rental Officer

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BETWEEN:

RENEE JONES AND MATIJA STUHEC

Applicants/Landlords

-and-

RYAN SUNDBERG AND PAULA SMITH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: October 11, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Renee Jones, applicant
Matija Stuhec, applicant
Ryan Sundberg, respondent
Paula Smith, respondent

Date of Decision: October 11, 2005

REASONS FOR DECISION

The parties terminated the tenancy agreement on August 31, 2005 by mutual agreement. The applicant issued a statement of the security deposit and returned a portion of the deposit to the respondents. The applicant alleged that the respondents failed to pay for the full cost of fuel electricity and water during the tenancy and sought an order requiring the respondents to pay for these costs which were or will be paid on their behalf.

The applicants stated that the respondents did not vacate the premises until September 6, 2005 when they removed the last of their personal possessions but the account for electricity was changed to the landlords' names on August 21, 2005. The water account was changed to the landlords' names on August 16, 2005. The applicants stated that the oil tank was filled at the commencement of the tenancy agreement but was not filled when the tenants vacated the premises. The written tenancy agreement between the parties required that the tenants pay for the cost of fuel, water and electricity during the term of the tenancy agreement.

The applicants provided a copy of the invoice for the fuel which indicated an expenditure in the amount of \$775.76. The applicants have prorated the costs of electricity and water based on the prior month's invoice from the date of disconnect to September 6, 2005.

The respondents did not dispute their obligation to pay for the fuel but stated that they left the premises prior to the end on August. They stated that they attempted to schedule an inspection of

the premises with the landlords who stated they were too busy preparing to go on vacation. The final inspection and removal of the last items of personal goods was done on September 6, 2005.

A final inspection of the premises by both parties at the end of a tenancy agreement is a good idea but not required under the Act. There was nothing preventing the tenants from giving up possession on August 31, 2005 or any day prior to that date by removing their personal possessions and returning the keys to the landlords. In my opinion, the tenants maintained their possession of the premises to September 6, 2005, overholding for six days. During the period of possession, whether overholding or not, the tenants remain liable to compensate the landlord for use and occupation of the premises. As the landlord was required to pay for the water and electricity used from the dates they were disconnected to September 6, 2005, the tenants are responsible to reimburse them for expenses paid of their behalf.

I find the respondents in breach of their obligation to pay for utilities during the term of the tenancy agreement. I find the costs claimed by the applicant to be in order and find the respondents liable for costs in the amount of \$846.16 calculated as follows:

Fuel	\$775.76
Water (August 17-Sept 6)	43.85
Electricity (August 22 - Sept 6)	<u>26.55</u>
Total	\$846.16

An order shall issue requiring the respondents to pay the applicants utility costs in the amount of \$846.16

Hal Logsdon
Rental Officer