

IN THE MATTER between **NWT CONSTRUCTION ASSOCIATION**, Applicant, and **HEATHER DOLAN AND DAVID KING**, 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:

**NWT CONSTRUCTION ASSOCIATION**

Applicant/Landlord

- and -

**HEATHER DOLAN AND DAVID KING**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of utilities in the amount of five thousand eight hundred eighty four dollars and forty one cents (\$5884.41).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act* the respondents shall pay the applicant the required security deposit in the amount of one thousand eight hundred fifty dollars (\$1850.00)
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondents shall pay the rent arrears, utility costs and security deposit in monthly payments of no less than seven

hundred fifty dollars (\$750.000), payable no later than the fifteenth day of every month until the rent arrears utility costs and security deposit are paid in full. The first payment shall be due on March 15, 2007.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2007.

Rental Officer

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Hal Logsdon

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**NWT CONSTRUCTION ASSOCIATION**

Applicant/Landlord

-and-

**HEATHER DOLAN AND DAVID KING**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 1, 2007

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Niels Konge, representing the applicant  
Don Worrall, representing the applicant  
Heather Dolan, respondent

**Date of Decision:** March 1, 2007

**REASONS FOR DECISION**

The applicant alleged that the respondents breached the tenancy agreement by failing to pay for utilities during the term of the tenancy agreement and by failing to pay the required security deposit for the premises. The applicant sought an order requiring the respondents to pay the alleged rent and utility arrears and terminating the tenancy agreement.

The applicant provided a statement of account which indicated a balance owing in the amount of \$7734. The applicant has credited all payments to rent resulting in a credit balance of rent in the amount of \$1400, outstanding utilities of \$7274, outstanding security deposit of \$1850 and a charge for an NSF cheque of \$10.

The respondents disputed the balance owing stating that they had paid for utilities while the statement indicates that no payments have been received. The respondents also stated that part of the security deposit had been paid although the statement indicates that the full amount of the security deposit is outstanding. The respondents did not produce any receipts or other confirmation of payment.

The respondents also noted that they had not received any fuel bills from the landlord until January, 2007 and did not always get the other utility invoices from the landlord on a timely basis.

The tenancy agreement between the parties commenced on June 1, 2006 and was made for a one year term. The tenancy agreement obligates the tenants to pay for heat, water and electricity for the term of the agreement and obligates the tenants to pay the rent monthly on the first day of the month.

The applicant has applied all payments to rent rather than allocating some to the payment of the security deposit or utilities. I can find no evidence to suggest that the respondents made any payments which are not reflected on the applicant's statement. I gather on at least one occasion the respondents made a payment in excess of the amount of rent owing and asked that the residual be applied to the security deposit. On other occasions the respondents made payments of utility bills. The application of all these payments to rent has resulted in the current credit balance of rent and created the impression that no payments were ever made toward the utilities or security deposit.

Applying payments first to rent and then to utilities, I find outstanding utility arrears in the amount of \$5424.41, calculated as follows:

Credit for rent	(\$1400.00)
Outstanding utilities	7274.41
NSF charge	<u>10.00</u>
Utilities arrears owing	\$5884.41

I find the full amount of the security deposit to be due in the amount of \$1850.

The parties agreed that the rent, utility arrears and security deposit could be paid in monthly installments provided the monthly rent was paid in time. The parties agreed that monthly payments of \$750 would be paid in addition to the monthly rent.

An order shall issue requiring the respondents to pay the applicant utility arrears in the amount of \$5884.41 and the security deposit of \$1850. The total amount of \$7734.41 shall be paid in monthly installments of \$750 due on the 15th of every month until the rent arrears, utility arrears and security deposit are paid in full. The first payment shall be due on March 15, 2007. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the arrears and security deposit in accordance with this order or fail to pay the monthly rent on time, the applicant may file another application seeking the full balance owing and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer