

IN THE MATTER between **WEITZEL'S CONSTRUCTION LTD.**, Applicant, and **BARB MEMOGANA**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

WEITZEL'S CONSTRUCTION LTD.

Applicant/Landlord

- and -

BARB MEMOGANA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of ten thousand three hundred dollars (\$10,300.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 1C, 20 Spruce Hill Drive, Inuvik, NT shall be terminated on February 14, 2011 and the respondent shall vacate the premises unless the rent arrears, and the outstanding security deposit in the total amount of eleven thousand three hundred dollars (\$11,300.00) are paid in full and the respondent has established an account for electricity in her name.

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3. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the applicant is authorized to pay the outstanding balance of the electrical account and the respondent is ordered to pay compensation to the applicant in the amount of two thousand seven hundred fifty six dollars and seventeen cents (\$2756.17) for electrical costs paid on her behalf.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of January, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **WEITZEL'S CONSTRUCTION LTD.**, Applicant, and **BARB MEMOGANA**, Respondent.

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:

WEITZEL'S CONSTRUCTION LTD.

Applicant/Landlord

-and-

BARB MEMOGANA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 26, 2011

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Marlyce LaRiviere, representing the applicant
Matthew Kuptana, representing the respondent

Date of Decision: January 26, 2011

REASONS FOR DECISION

This matter was heard at 9:30 AM on January 26, 2011 with Matthew Kuptana representing the respondent. The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the required security deposit and failing to pay for the cost of electricity during the term of the agreement. The applicant sought an order requiring the respondent to pay the alleged arrears and electrical costs and terminating the tenancy agreement unless those amounts were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance owing of \$10,299.44. On questioning by the rental officer, the applicant stated that she believed the statement contained errors and asked for a brief adjournment to prepare a revised statement. The matter was adjourned to 1:30 PM and the applicant was instructed to provide a revised statement to the rental officer and the respondent's representative prior to the continuation of the hearing. The respondent's representative also indicated that he would like to be able to produce any receipts he could find and was given similar instructions.

At the continuation of the hearing, the applicant stated that she had served a revised statement, an invoice for electricity and a customer service order to the respondent's representative. Neither the respondent or her representative appeared at the resumption of the hearing and the hearing proceeded without them.

The revised statement indicated a balance of rent owing in the amount of \$10,300. The statement indicated that only two payments of rent totalling \$2300 had been received since the respondent was permitted to take possession on or about July 15, 2010.

The tenancy agreement requires a security deposit of \$1000. Although the tenancy agreement does not specifically set out the tenant's obligation to pay for electricity, it is specific in setting out the landlord's obligations which do not include the provision of electricity. In my opinion, by implication, the provision of electricity is the tenant's obligation.

The applicant submits that none of the required security deposit has been paid and that the respondent has not established an account with the supplier of electricity. The customer service order, provided in evidence by the applicant indicates that the landlord established an account for electricity in their name on July 1, 2010 following the disconnection of service provided to the previous tenant. The invoice from the supplier shows a balance owing of \$2765.17 which represents the total electrical costs from July 1, 2010 to December 21, 2010. The applicant stated that no payments had been made on the account. Since the respondent took occupancy on or about July 15, 2010 she should only be held responsible for electricity from that date forward. In my opinion, the accumulated electrical charges shown on the invoice should be reduced by 50% of the \$18 basic monthly charge for July, 2010. The electrical consumption from July 1, 2010 to July 15, 2010 would be negligible since the premises were vacant. This would reduce the electrical costs to \$2756.17.

I find the respondent in breach of her obligation to pay rent, her obligation to provide the required security deposit and her obligation to pay for electricity during the term of the tenancy agreement. I find the rent arrears to be \$10,300 and the outstanding security deposit to be \$1000. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are promptly paid and the respondent establishes an account for the future payment of electricity.

In order to avoid any interference with the provision of electricity I shall issue an order authorizing the applicant to pay the outstanding electrical costs and order the respondent to pay the applicant those costs which I find to be \$2756.17. The order shall also require the respondent to pay rent arrears of \$10,300 and shall terminate the tenancy agreement on February 14, 2011 unless the rent arrears and the security deposit in the total amount of \$11,300 are paid in full and the respondent has established an account for electricity for the premises.

Hal Logsdon
Rental Officer