

IN THE MATTER between **YKD o/a YKDPM**, Applicant, and **N.W. and K.D.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

YKD o/a YKDPM

Applicant/Landlord

-and-

N.W. and K.D.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 5, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: C.W., representing the applicant

Date of Decision: July 5, 2016

REASONS FOR DECISION

An application to a rental officer made by YKD o/a YKDPM as the applicant/landlord against N.W. and K.D. as the respondents/tenants was filed by the Rental Office April 28, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents May 3, 2016.

The applicant alleged the respondents had failed to pay rent, had failed to comply with their obligation to open utilities accounts in their names, and had accumulated rental and utilities arrears. An order was sought for payment of rental arrears, payment for utilities arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 5, 2016, in Yellowknife, Northwest Territories. Mr. C.W. appeared representing the applicant. Ms. N.W. was served notice of the hearing by email deemed received June 23, 2016, pursuant to section 4(4) of the *Residential Tenancies Regulations* (the Regulations). Ms. K.D. was sent notice of the hearing by registered mail deemed served June 24, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Details of the scheduled hearing were also left on Ms. D.'s voicemail June 30, 2016. Neither Ms. W. nor Ms. D. appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absences pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified and provided evidence establishing a tenancy agreement between the parties commencing November 1, 2015. Since filing of the application, the respondents ended the joint tenancy agreement May 1, 2016. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act. The ending of the tenancy agreement has the effect of making the applicant's request for termination and eviction moot.

Rental arrears and utilities.

The tenant aged detail entered into evidence by the applicant represents the landlord's accounting of monthly rent and payments made against the respondents' rent account. Included in the tenant aged detail are charges for power (electricity). The applicant's representative also provided an invoice from Northland Utilities for electricity usage up to May 2, 2016, in the amount of \$151.01 which is not recorded in the tenant aged detail. The total amount of rental arrears and unpaid power bills claimed by the landlord is \$4,445.23.

Section 5 of the tenancy agreement specifies the respondents are responsible for the electricity. Section 45(1) of the Act requires a tenant to comply with any additional obligations undertaken in a written tenancy agreement.

I am satisfied the tenancy agreement included a condition identifying the respondents as liable for electricity costs. I am satisfied the tenant aged detail, amended to include the power bill for \$151.01, accurately reflects the current status of the respondents' rent account. I find the respondents have failed to comply with their obligation to pay the electricity bills. I find the respondents have repeatedly failed to pay the full amount of rent when due. I find the respondents have accumulated rental arrears and utility costs in the total amount of \$4,445.23.

Order

An order will issue requiring the respondents to pay rental arrears and utilities costs in the total amount of \$4,445.23.

Adelle Guigon
Rental Officer