

IN THE MATTER between **CS and PM**, Applicants, and **CF and LT**, 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:

**CS and PM**

Applicants/Landlords

-and-

**CF and LT**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 6, 2018

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** PM, applicant

**Date of Decision:** February 6, 2018

**REASONS FOR DECISION**

An application to a rental officer made by CS and PM as the applicants/landlords against CF and LT as the respondents/tenants was filed by the Rental Office December 15, 2017. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Simpson, Northwest Territories. The filed application was sent to the respondents by registered mail deemed served January 23, 2018, pursuant to subsection 71(5) of the *Residential Tenancies Act* (the Act).

The applicants alleged the respondents had accumulated rental and utilities arrears, and sought an order for payment of both.

A hearing was scheduled for February 6, 2018, by three-way teleconference. PM appeared as applicant and on behalf of CS. CF and LT were sent notice of the hearing by registered mail deemed served January 23, 2018, pursuant to subsection 71(5) of the Act. The respondents did not appear at the hearing, nor did anyone appear on their behalf. The hearing proceeded in the respondents' absence pursuant to subsection 80(2) of the Act.

*Tenancy agreement*

The applicant testified and evidence was presented establishing a residential tenancy agreement between the applicants and CF commencing January 8, 2017. The respondents vacated the rental premises, effectively ending the tenancy June 30, 2017. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

*Preliminary matter*

The application to a rental officer was made against CF and LT as joint respondents/tenants. However, the written tenancy agreement is clearly made with CF as the sole tenant; LT's name does not appear in full anywhere in the agreement, nor did she sign the agreement. As such, LT cannot be held liable for the terms of the tenancy agreement. Any order issuing from this hearing will hold CF solely responsible.

*Rental arrears and utilities*

The rent was established at \$1,100 due the first of each month. A security deposit of \$1,100 was paid by the respondents on January 8, 2017. Although the written tenancy agreement specified the tenant was responsible for the utilities accounts, the parties verbally agreed that the propane account would remain in the landlord's name and the respondents would make monthly payments to the applicants towards the propane bill.

The rents for May and June 2017 were not paid by the respondents. The applicants retained the security deposit against the rental arrears, although they failed to account for the interest on the security deposit. My calculation of the interest is \$0.26. The rental arrears claimed after accounting for the total security deposit amounted to \$1,099.74

The total propane usage for the six-month period of the tenancy was established with a customer usage analysis report from Stitco Energy Limited and amounted to \$1,434.82. Payments received from the respondents towards the propane bill, as reflected in the bank transactions statements provided by the applicants, totalled \$510. The utilities arrears claimed amounted to \$924.82.

I am satisfied the bank statements accurately reflect the payments received from the respondents against the rents and utilities during the tenancy. I find the respondent CF has accumulated rental arrears in the amount of \$1,099.74 and has accumulated utilities arrears in the amount of \$924.82.

*Order*

An order will issue requiring the respondent CF to pay rental and utilities arrears in the total amount of \$2,024.56.

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Adelle Guigon  
Rental Officer