

IN THE MATTER between **LK**, Applicant, and **MN and MK**, 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:

LK

Applicant/Landlord

-and-

MN and MK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 12, 2018

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: LK, Applicant

Date of Decision: December 12, 2018

REASONS FOR DECISION

An application to a rental officer made by LK as the Applicant/Landlord against MN and MK as the Respondents/Tenants was filed by the Rental Office October 18, 2018. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The filed application was served on the Respondents by registered mail signed for November 9, 2018.

The Applicant alleged the Respondents had accumulated rental arrears and had failed to pay for utilities upon vacating the rental premises. An order was sought for payment of rental arrears, including late payment penalties, and payment of utilities arrears.

A hearing was scheduled for December 12, 2018, by three-way teleconference. LK appeared as Applicant. MN and MK were served notices of the hearing by registered mail signed for November 9, 2018. 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 *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant testified and evidence was presented establishing a residential tenancy agreement between the parties commencing September 1, 2015. The Respondents vacated the rental premises, effectively ending the tenancy August 31, 2018. I am satisfied a valid tenancy agreement was in place in accordance with the Act.

Rental arrears

The rent ledger entered into evidence represents the Landlord's accounting of monthly rents and payments received against the Respondents' rent account. The Applicant acknowledged at hearing that he had received a payment in December 2018 of \$1,700 from the Respondents against the rental arrears balance. The rent ledger was adjusted accordingly. The security deposit (including interest) of \$1,602.15 was retained against the rental arrears.

The Applicant requested late payment penalties as allowed for under subsection 41(2) of the Act. When the Applicant learned that the calculation of the late payment penalties in strict accordance with section 3 of the *Residential Tenancies Regulations* came out to \$2,259, the Applicant requested only \$1,000 for late payment penalties against the Respondents.

I am satisfied the adjusted rent ledger accurately reflects the current status of the Respondents' rent account. Including accounting for the late payment penalties and the security deposit, I find the Respondents have accumulated rental arrears in the amount of \$2,997.85.

Utilities

Subsection 45(1) of the Act holds tenants responsible for additional obligations that are included in written tenancy agreements. Paragraph 5(3)(b) of the written tenancy agreement specifies the Tenant is responsible for the water services from the Town of Inuvik.

The Applicant testified and provided evidence of outstanding water bills totalling \$136.95 as of August 31, 2018. The Applicant confirmed that the outstanding bill had been transferred to the Applicant as the owner of the property, and that he had paid the bill.

I am satisfied the Respondents failed to pay the water bills prior to vacating the rental premises, and I am satisfied that the Applicant suffered the consequences of having to pay that outstanding bill. I find the Respondents liable to the Applicant for utilities arrears in the amount of \$136.95.

Orders

An order will issue requiring the Respondents to pay rental and utilities arrears in the total amount of \$3,134.80.

Adelle Guigon
Rental Officer