

IN THE MATTER between **GS and LS**, Applicants, and **TD**, 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:

GS and LS

Applicants/Landlords

-and-

TD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 30, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: GS, Applicant
TD, Respondent

Date of Decision: July 1, 2020

REASONS FOR DECISION

With the consent of the parties, the style of cause of this matter has been amended to reflect the name of the Landlords as set out on the tenancy agreement rather than the name of the company owned by the Landlords.

The tenancy agreement between the parties was made in writing for a term commencing on February 1, 2019, and ending on January 31, 2020. The monthly rent for the premises was \$1,800. A security deposit of \$1,800 was required. Article 6(3) of the agreement sets out what is included in the rent:

6(3) The landlord and tenant agree that the rent mentioned above includes payment for the following services and facilities: municipal water services, condo fees, improvement taxes, parking for 2 licensed, running vehicles, regular garbage pick up, fridge, stove, washer and dryer and that the provision of the following services and facilities, including but not limited to additional garbage pick up are the responsibility of the tenant.

The Applicant alleged that the Respondent vacated the premises on December 17, 2019, without giving notice. The Applicant testified that he advertised the premises for rent but was unable to re-rent until February 2020. The Applicant alleged that the Respondent had failed to transfer the accounts for fuel and electricity to her name and those expenses had been paid on her behalf by the Landlords. The Applicant sought monetary relief for the utilities paid on behalf of the Respondent and the loss of the January 2020 rent.

The Applicant provided a statement of fuel and electricity costs paid on behalf of the Respondent along with the original invoices from the utility suppliers. The Applicant also provided several notices served on the Respondent, seeking her compliance with the transfer of the accounts to her name and payment of the amounts paid on her behalf. The balance of utilities alleged owing to the Landlord are \$2,897.25.

The Applicant testified that the Respondent had made three payments toward the required security deposit totalling \$1,100. The Applicants continue to hold the security deposit.

In total, the Applicants sought relief of \$3,597.25 set out as follows:

Fuel and electricity paid on behalf of Respondent	\$2,897.25
Loss of January 2020 rent	1,800.00
Less retained security deposit	<u>(1,100.00)</u>
Relief sought	\$3,597.25

The Respondent testified that due to an urgent family matter, she had to vacate the premises on December 26, 2019. She stated that she had notified the Applicant verbally on December 17, 2019, that she would be vacating the premises.

The Respondent stated that she understood that the payment of electricity and fuel were her responsibility and did not dispute the amounts alleged owing.

The Respondent stated that the provision of hot water was interrupted for two weeks during December 2019. She stated that the Landlords were notified of the problem. The Applicant acknowledged the problem and stated that the repair delay was due to his absence from the community due to a family issue.

Notwithstanding the rather poor construction of Article 6(3) of the tenancy agreement, there does appear to have been a common understanding between the parties that the payment of fuel and electricity during the term of the agreement was the responsibility of the Tenant. It appears that the Respondent had some financial difficulties at the beginning of the tenancy which resulted in the Landlord temporarily paying for the utilities on her behalf with the understanding that the Tenant would reimburse the Landlord when she was able to do so. The Respondent did eventually establish the accounts in her name.

I accept that fuel and electricity were the responsibility of the Tenant but I urge the Landlords to review this form of tenancy agreement if they should choose to use it again in the future. I am satisfied the Landlords' accounting is in order and I find the fuel and electricity costs paid on behalf of the Respondent to be \$2,897.25.

I am satisfied that the Respondent abandoned the rental premises before the end of the term and that the Applicants took reasonable steps to mitigate the loss of the January 2020 rent. I find the lost rent to be \$1,800.

The Applicants continue to hold the security deposit of \$1,100 contrary to section 18(4) of the *Residential Tenancies Act*. I find the interest due on this deposit to be \$0.36.

Applying the retained security deposit and accrued interest to the utility costs, an order shall issue requiring the Respondent to pay the Applicants fuel and electricity costs in the amount of \$1,796.89 and compensation for lost rent in the amount of \$1,800.

Fuel and electricity cost	\$2,897.25
Retained security deposit	(1,100.00)
Interest on deposit	<u>(0.36)</u>
Net fuel and electricity cost	\$1,796.89
Compensation for lost rent	\$1,800.00

I am not able to consider the alleged breach of the Landlord concerning the lack of hot water during the tenancy as I do not have an application from the Tenant.

Hal Logsdon
Rental Officer