

IN THE MATTER between **RONALD DOUGLAS TECSY**, Applicant, and
PATRICIA ILGOK AND PAUL ONGAHAK, Respondents;

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 **YELLOWKNIFE, NT.**

BETWEEN:

RONALD DOUGLAS TECSY

Applicant/Landlord

- and -

PATRICIA ILGOK AND PAUL ONGAHAK

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicant for city utility charges paid on their behalf in the amount of five hundred forty three dollars and fifty nine cents (\$543.59).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of October,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **RONALD DOUGLAS TECSY**, Applicant, and
PATRICIA ILGOK AND PAUL ONGAHAK, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

RONALD DOUGLAS TECSY

Applicant/Landlord

-and-

PATRICIA ILGOK AND PAUL ONGAHAK

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 26, 2012**

Place of the Hearing: **Yellowknife, NT**

Appearances at Hearing: **Ronald Douglas Tecszy, applicant**
 Patricia Ilgok, respondent
 Paul Ongahak, respondent

Date of Decision: **October 31, 2012**

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay for city utilities during the term of the tenancy. The applicant stated that he had paid the outstanding balance on behalf of the respondents to avoid the costs being added to his property taxes. The applicant sought compensation for the city utility costs in the amount of \$543.59.

The applicant provided a statement of the account in evidence and his receipt showing payment of the outstanding balance.

The respondents stated that they were not informed that they had to close the account with the City of Yellowknife. They acknowledged that they had not paid the full amount of the charges during the term of the tenancy agreement.

The written tenancy agreement between the parties obligates the tenants to pay for city utilities during the term of the tenancy.

The tenancy agreement was terminated on April 30, 2012 but the respondents failed to terminate the services and the new tenants continued to consume utilities on the respondent's account. The relief sought by the applicant includes only the balance as at April 30, 2012 of \$516.95 plus the penalty interest to date of \$26.64. It does not include any consumption charges after April 30, 2012 or interest on any unpaid charges after that date. I am satisfied from the evidence that the

relief requested represents only unpaid utilities while the respondents were in possession and the penalty interest which accrued on their unpaid amounts.

I find the respondents in breach of their obligation to pay the city utilities during the term. In my opinion, it was reasonable for the landlord to pay the amount on behalf of the respondents. It was the responsibility of the respondents to establish the utility account at the commencement of the tenancy and close it at the end.

An order shall issue requiring the respondents to pay the applicant compensation of \$543.59.

Hal Logsdon
Rental Officer