

IN THE MATTER between **Triton Property Management**, Applicant, and **Mohamed Youness Ellaham and Joyce Mae Yap**, 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**, Deputy Rental Officer, regarding a rental premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

TRITON PROPERTY MANAGEMENT

Applicant/Landlord

- and -

MOHAMED YOUNESS ELLAHAM and JOYCE MAE YAP

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(a) and 45(4)(c) of the *Residential Tenancies Act*, the respondents must compensate the applicant for the cost of water utilities in the total amount of \$964.71 and must comply with their obligation to pay their water utilities bills in accordance with section 5 of their tenancy agreement.

2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant the remaining security deposit in the amount of \$640.00 (six hundred forty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 27th day of May 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Triton Property Management**, Applicant, and **Mohamed Youness Ellaham and Joyce Mae Yap**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

TRITON PROPERTY MANAGEMENT

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-and-

MOHAMED YOUNESS ELLAHAM and JOYCE MAE YAP

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 6, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	Paula Smith, representing the applicant
<u>Date of Decision:</u>	May 6, 2015

REASONS FOR DECISION

An application to a rental officer made by Triton Property Management as the applicant/landlord against Mohamed Youness Ellaham and Joyce Mae Yap as the respondents/tenants was filed by the Rental Office April 10, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 339 Bellanca Drive in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondents April 13, 2015.

The applicant alleged the respondents had failed to pay the full amount of security deposit, had failed to pay the water utility bills, and had installed a snow shed in the front of the property without permission. An order was sought for payment of the remaining security deposit, payment of utilities, and removal of the snow shed. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 6, 2015, in Yellowknife, Northwest Territories. Ms. Paula Smith appeared representing the applicant. Mr. Mohamed Youness Ellaham and Ms. Joyce Mae Yap were sent notices of attendance by registered mail signed for April 27, 2015. Neither Mr. Ellaham nor Ms. Yap appeared at hearing, nor did anyone appear on their behalf. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Smith provided evidence and testimony establishing that the respondents had entered into a tenancy agreement for the rental premises known as 339 Bellanca Drive in Yellowknife, Northwest Territories, commencing in May 2014. The agreed upon rent was set at \$1,600 due and payable the first of each month under section 4 of the tenancy agreement. The security deposit was established under section 6 of the tenancy agreement at \$1,600. Section 5 of the tenancy agreement specifies the tenants as responsible for the power, water, home heating fuel, phone, cable, internet, tenant insurance, yard maintenance, and snow removal. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Ms. Smith provided a damage deposit statement reflecting two payments received against the tenants' security deposit account: \$800 paid May 5, 2014, and \$160 paid March 16, 2015. The outstanding security deposit totals \$640. Section 6 of the tenancy agreement specifies a tenant may pay 50 percent of the required security deposit at the commencement of the tenancy agreement and the balance within three months, which is in accordance with section 14(2) of the Act. I am satisfied the respondents have failed to pay the full amount of the required security deposit and I find the respondents have an outstanding security deposit amount of \$640.

Ms. Smith provided a City of Yellowknife Utility Account Transaction Journal dated May 6, 2015, reflecting water utility charges for the rental premises dated from May 20, 2014, to April 2, 2015. Mr. Ellaham is identified as the account holder. One payment has been made against this account since the respondents took occupancy of the rental premises, that being in the amount of \$150 on February 27, 2015. The water utility account arrears as of \$964.71 have been transferred to the property owner's property tax account, which has forced the property owner to pay the respondents' water utilities account. Section 5 of the tenancy agreement clearly states that the respondents' are responsible for the water utilities account. Section 45(1) of the Act specifies that a tenant shall comply with any additional obligations undertaken in a written tenancy agreement. I am satisfied that the respondents' have failed to pay their water utility bills and that the landlord has suffered a monetary loss as a direct result of the respondent's failure to pay the water utility bill. I find the respondents' liable to the applicant for the water utilities bills in the total amount of \$964.71.

Ms. Smith explained the complaint regarding the snow shed is simply with respect to the placement and usage of the shed in the yard and concern from the property owner as to aesthetics. There is nothing in the tenancy agreement prohibiting the respondents' from having a shed in the yard. The Act only requires that the property, services, and facilities be kept in a state of ordinary cleanliness by the tenant. Ms. Smith acknowledged both points. The rental premises is part of a condominium corporation, so it was suggested Ms. Smith review the condominium corporation by-laws to see if there were any prohibitions or rules respecting accessory buildings on the property.

An order will issue requiring Mr. Mohamed Youness Ellaham and Ms. Joyce Mae Yap to compensate the applicant for water utilities bills in the amount of \$964.71, to comply with their obligation to pay their water utility bills, and to pay the outstanding security deposit in the amount of \$640.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Damage deposit statement dated April 1, 2015

Exhibit 2: Utility account transaction journal dated April 8, 2015

Exhibit 3: Tenancy agreement signed May 2, 2014

Exhibit 4: Applicant's damage deposit statement dated May 5, 2015

Exhibit 5: Utility account transaction journal dated May 6, 2015