

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") as amended;

AND IN THE MATTER of a Hearing before **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

TRITON PROPERTY MANAGEMENT

Applicant/Landlord

- and -

MOHAMED YOUNESS ELLAHAM AND JOYCE MAE YAP

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant utility costs paid on behalf of the respondents in the amount of two thousand twenty one dollars and thirty seven cents (\$2021.37).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of
September, 2015.

Hal Logsdon
Rental Officer

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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 **Hal Logsdon**, Rental Officer.

BETWEEN:

TRITON PROPERTY MANAGEMENT

Applicant/Landlord

-and-

MOHAMED YOUNESS ELLAHAM AND JOYCE MAE YAP

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 19, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Dale Flesjer, representing the applicant

Date of Decision: September 21, 2015

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery. However, I contacted Mr. Ellaham by telephone on August 18, 2015 and advised him of the notice and the time, date and location of the hearing. Mr. Ellaham indicated that he would not be attending because he had to work and I advised him that I would not postpone the hearing for that reason and would proceed in his absence if he failed to appear or send a representative. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant asked that the style of cause be amended to reflect Triton Property Management as the applicant/landlord rather than the owner of the property. The style of cause of the order has been amended.

The tenancy agreement between the parties was terminated on June 30, 2015 when the respondents vacated the premises. The applicant has not returned the security deposit of \$960 or completed a statement of the security deposit and deductions in accordance with section 18 of the *Residential Tenancies Act*.

The applicant alleged that the yard required clean-up and that there were damages to the kitchen wall, window screens and a door handle. The applicant provided an invoice for these repairs for \$567.

The applicant also alleged that the respondents had failed to pay for the full cost of water during the term of the tenancy and had failed to fill the fuel tank at the termination of the tenancy agreement. The applicant sought compensation for these costs paid on behalf of the respondents. The tenancy agreement between the parties required the tenants to pay for water and fuel during the term of the tenancy.

The applicant provided a water bill which indicated that arrears for water were transferred to the owner's tax account of \$775.89 on June 15, 2015. The applicant also provided a water statement in evidence which indicated that an additional payment was made on behalf of the respondents of \$407.96 on July 8, 2015 leaving a balance owing of \$110.50. The applicant testified that both of those amounts were paid by the applicant and requested compensation of \$1294.35 for water.

Amount transferred to taxes	\$775.89
Paid on July 8, 2015	407.96
Balance paid	<u>110.50</u>
Total	\$1294.35

The applicant testified that the fuel tank was full at the commencement of the tenancy agreement and was left completely empty at the termination of the agreement. The applicant provided a quotation from the fuel supplier for a full tank of fuel costing \$1120.35.

I find the repair and cleaning charges to be reasonable. Applying the security deposit and accrued interest to the repair and cleaning charges, I find an amount owing to the respondents of \$393.33.

Security deposit	(\$960.00)
Interest	(0.33)
Repair and cleaning	<u>567.00</u>
Credit due respondent	(\$393.33)

The applicant should have completed a statement of the security deposit and these deductions and refunded \$393.33 to the applicant within ten days after the termination of the tenancy agreement. Compensation for fuel and water paid on behalf of a tenant are not eligible deductions from a security deposit as they are not arrears of rent or repair costs.

I find the respondents in breach of their obligation to pay the full costs of fuel and water during the term of the tenancy. I find reasonable compensation for these costs, paid on their behalf by the landlord to be \$2414.70. Applying the credit owing to the respondents to the compensation for utilities, I find an amount owing to the applicant of \$2021.37, calculated as follows:

Water costs	1294.35
Fuel costs	<u>1120.35</u>
Subtotal	\$2414.70
Credit applied	<u>(393.33)</u>
Amount due applicant	\$2021.37

An order shall issue requiring the respondents to pay the applicant utility costs of \$2021.37.

Hal Logsdon
Rental Officer