

IN THE MATTER between **LEONA CALLAHAN AND RODNEY CALLAHAN**,
Applicants, and **BOBBY BOLINE AND ANDREA GOOSE BOLINE**, 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:

LEONA CALLAHAN AND RODNEY CALLAHAN

Applicants/Landlords

- and -

BOBBY BOLINE AND ANDREA GOOSE BOLINE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants costs of water and fuel which were paid on behalf of the respondents in the amount of one thousand five hundred twenty eight dollars and ninety cents (\$1528.90).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of March,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **LEONA CALLAHAN AND RODNEY CALLAHAN**,
Applicants, and **BOBBY BOLINE AND ANDREA GOOSE BOLINE**, 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:

LEONA CALLAHAN AND RODNEY CALLAHAN

Applicants/Landlords

-and-

BOBBY BOLINE AND ANDREA GOOSE BOLINE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 3, 2016

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leona Callahan, applicant

Date of Decision: March 13, 2016

REASONS FOR DECISION

The respondents were served with Notices of Attendance by email. The respondents failed to appear at the hearing and the hearing was held in their absence.

The application was filed in the style of cause, “Leona Callahan and Bobby and Andrea Boline” but the tenancy agreement was made between Leona Callahan and Rodney Callahan as landlords and Bobby Boline and Andrea Goose Boline as tenants. The style of cause of this order has been amended to reflect the parties to the tenancy agreement.

The tenancy agreement was made in writing and commenced on January 1, 2015 and was made for a term of one year. The monthly rent was \$2000, due on the first day of every month. The tenants were responsible for the payment of electricity, water and fuel oil. A security deposit of \$2000 was required and the applicant testified that it was paid in full on January 1, 2015.

The applicant testified that the fuel tank was full at the commencement of the tenancy agreement. The applicant stated that the respondents were having financial difficulties and were unable to pay for fuel. The applicant stated that they paid to fill the fuel tank on September 30, 2015 and again on October 15, 2015. She provided two delivery slips for the fuel for \$761.66 and \$43.64.

The applicant testified that the respondents failed to pay the full amount of rent in September, 2015 or pay any rent in October, 2015, leaving rent arrears of \$2700.

September arrears	\$700
October arrears	<u>2000</u>
Total	\$2700

The applicant stated that the tenancy agreement was terminated by mutual agreement on October 30, 2015 and the respondents vacated the premises on that date.

The applicant testified that the premises were not clean at the end of the tenancy and that two interior doors were damaged. She sought \$975 for repair and cleaning costs.

Cleaning	\$500
Dump labour and fees	125
Door replacement	<u>350</u>
Total	\$975

Photographs of the premises were provided by the applicant in evidence.

The applicant also testified that the respondents had failed to pay for water during the term of the tenancy, leaving an outstanding amount on their account of \$1048.77. A copy of the statement for the water account was provided in evidence that indicated an amount owing of \$1048.77.

The applicant testified that the since the tenancy agreement was terminated, payments of \$2000 had been made, bringing the balance owing to \$1529.07.

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Rent arrears	\$2700.00
Fuel costs	805.30
Water costs	1048.77
Cleaning/repairs	975.00
Pmts. made since application	(2000.00)
Security deposit	<u>(2000.00)</u>
Total	\$1529.07

I find the respondents in breach of their obligation to pay rent, to pay for fuel and water during the term of the tenancy agreement, their obligation to return the premises in a clean state and their obligation to repair damages to the premises. I find the repair and cleaning costs reasonable. The applicant has not applied any interest to the security deposit. I find the interest due to be \$0.17. Applying the security deposit, accrued interest and payments made since the application was filed first to rent arrears, cleaning and repair costs, then to the water and fuel costs paid on behalf of the respondents. I find a balance of fuel and water costs owing the applicants of \$1528.90.

Security deposit	(\$2000.00)
Interest	(0.17)
Cleaning	625.00
Door replacement	350.00
Rent arrears	<u>2700.00</u>
Total due landlord	\$1674.83
Less pmts. since application	(2000.00)
plus water costs	1048.77
plus fuel costs	<u>805.30</u>
Total due landlord	\$1528.90

An order shall issue requiring the respondents to pay the applicants fuel and water costs paid on their behalf in the amount of \$1528.90

Hal Logsdon
Rental Officer