

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **MARINO CASEBEER**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MARINO CASEBEER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for fuel costs which were paid on his behalf in the amount of five thousand eight hundred sixty seven dollars and sixty eight cents (\$5867.68).
2. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent shall pay the compensation in monthly installments of no less than two hundred twenty six dollars (\$226.00), payable no later than the fifteenth of every month until the compensation is paid in full. The first payment shall be due on November 15, 2007.

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3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for fuel during the term of the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of November, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MARINO CASEBEER**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MARINO CASEBEER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 8, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Joanne Koyina, representing the applicant
Marino Casebeer, respondent

Date of Decision: November 8, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay for the cost of fuel during the term of the tenancy agreement and sought an order requiring the respondent to pay compensation for fuel that was paid on his behalf and termination of the tenancy agreement.

The applicant provided a statement of account which indicated a balance owing in the amount of \$5867.68. The applicant stated that the full amount represented fuel costs which had been paid on behalf of the respondent due to his inability to establish an account with the fuel supplier.

The written tenancy agreement between the parties obligates the tenant to pay for fuel during the term of the tenancy agreement.

The respondent did not dispute the allegations and stated that he could pay the amount in monthly installments of \$226.

In my opinion the tenancy agreement should be permitted to continue provided the fuel is paid in accordance with the tenancy agreement and the arrears are paid in accordance with this order.

Should the respondent fail to pay the fuel costs or the arrears in accordance with this order the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

An order shall issue requiring the respondent to pay compensation to the applicant for fuel paid on his behalf in the amount of \$5867.68 in monthly installments of \$226. The first payment shall be due no later than November 15, 2007 and thereafter no later than the fifteenth of every month until the arrears are paid in full. The respondent shall also be order to comply with his obligation to pay for fuel during the term of the tenancy agreement

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer