

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **PEARL MANTLA**, 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 -

PEARL MANTLA

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 fuel costs which have been paid on behalf of the respondent in the amount of two thousand two hundred sixty five dollars and forty three cents (\$2265.43).
2. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 987 Gitzel Street, Yellowknife, NT, shall be terminated on May 15, 2008 and the respondent shall vacate the premises on that date unless the fuel costs in the amount of two thousand two hundred sixty five dollars and forty three cents (\$2265.43) are paid to the applicant in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of April,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **PEARL MANTLA**, 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-

PEARL MANTLA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 29, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant

Date of Decision: April 30, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The application, served by the applicant, was also sent by registered mail to the same address and was confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached her obligation to pay for the cost of fuel during the term of the tenancy agreement. The applicant stated that the respondent had failed to establish a fuel account in her name and pay the fuel costs directly to the supplier. As a consequence the applicant has been paying for the fuel costs during the tenancy to ensure heat is maintained. The applicant has been invoicing the respondent and adding the monthly cost of fuel to the respondent's rent account plus a 15% administration fee. The applicant sought an order requiring the respondent to pay for the fuel costs which have been paid on her behalf and termination of the tenancy agreement.

The applicant provided a statement in evidence which indicated fuel costs which had been paid on behalf of the respondent and added to the rent account in the amount of \$2265.43.

The applicant stated that the respondent received income assistance and her rent and fuel costs were normally paid directly to landlord. However, the program would not pay the administration fee and had not paid any of the fuel costs for February or March, 2008. The applicant speculated

that the landlord's invoices had perhaps not been submitted by the respondent for payment.

In my opinion, the applicant's administration fee is reasonable. Because the tenant has failed to establish an account and pay for fuel in accordance with the tenancy agreement, the landlord must arrange for delivery, pay the invoice, bill it back to the tenant and account for all of the transactions. If the tenant paid for the fuel in accordance with the tenancy agreement, the landlord would not incur any expense. The respondent can easily avoid such an expense by complying with her obligation to establish an account with the supplier and pay the supplier directly for her fuel.

I find the statement in order and find the respondent in breach of her obligation to pay the applicant for fuel costs which have been paid on her behalf. I find the outstanding fuel costs to be \$2265.43. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the outstanding fuel charges are promptly paid.

An order shall issue requiring the respondent to pay the applicant costs of fuel paid on her behalf in the amount of \$2265.43 and terminating the tenancy agreement on May 15, 2008 unless those costs are paid in full.

Hal Logsdon
Rental Officer