

IN THE MATTER between **DCLH**, Applicant, and **R.L.**, 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 **Adelle Guigon**, Rental Officer,

BETWEEN:

DCLH

Applicant/Landlord

-and-

R.L.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 5, 2016

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: G.S., representing the applicant

Date of Decision: July 5, 2016

REASONS FOR DECISION

An application to a rental officer made by DCLH as the applicant/landlord against R.L. as the respondent/tenant was filed by the Rental Office May 4, 2016. The application was made regarding a residential tenancy agreement for a rental premises located in Yellowknife, Northwest Territories. The applicant personally served a copy of the filed application on the respondent May 5, 2015.

The applicant alleged the respondent had repeatedly failed to pay rent and had accumulated rental arrears. An order was sought for payment of the rental arrears, termination of the tenancy agreement, and eviction.

A hearing was scheduled for July 5, 2016, in Yellowknife, Northwest Territories. Mr. G.S. appeared representing the applicant. Mr. R.L. was sent notice of the hearing by registered mail to his last known address deemed served June 24, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. L. did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Tenancy agreement

The applicant's representative testified that the parties had entered into a verbal tenancy agreement commencing August 1, 2015, with a monthly rent of \$1,800 plus heating fuel. Since filing of the application, the respondent vacated the rental premises in compliance with a notice to terminate issued by the applicant pursuant to section 54(1)(g) of the Act. The applicant reclaimed vacant possession of the premises on June 1, 2016, effectively making the application for termination of the tenancy agreement and eviction moot. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and utilities

The applicant's representative testified that the respondent had failed to pay the rent for April and May 2016, accumulating rental arrears in the amount of \$3,600. He further testified that the rental premises was provided to the respondent with a full heating fuel tank at commencement of the tenancy, but the respondent vacated the rental premises without filling the fuel tank. A receipt from Polar Fuels dated June 3, 2016, was provided indicating the cost to refill the fuel tank was \$868.95.

I find the respondent has failed to comply with his obligation to pay the full amount of rent when due. I find the respondent has accumulated rental arrears in the amount of \$3,600. I find the respondent has failed to comply with his additional obligation to fill the heating fuel tank. I find the respondent liable for the costs to refill the heating fuel tank in the amount of \$868.95.

Order

An order will issue requiring the respondent to pay rental arrears and heating fuel arrears in the total amount of \$4,468.95.

Adelle Guigon
Rental Officer