

IN THE MATTER between **SDC and PC**, Applicants, and **MD**, 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:

SDC and PC

Applicants/Landlords

-and-

MD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 16, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: SDC, the Applicant
PC, the Applicant
MD, the Respondent

Date of Decision: March 26, 2022

REASONS FOR DECISION

An application to a rental officer made by SDC and PC as the Applicants/Landlords against MD as the Respondent/Tenant was filed by the Rental Office December 20, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was personally served on the Respondent January 17, 2022.

The Applicants alleged the Respondents had accumulated rental arrears and failed to pay utilities. An order was sought for payment of the rental arrears and utilities arrears.

A hearing scheduled for January 19, 2022, was cancelled when the Applicants failed to provide proof of service of the filed application package on the Respondent at least five business days before the scheduled hearing date. The hearing was re-scheduled to February 9, 2022, but the Applicants failed to appear at that hearing. A first fail to appear notice was sent to the Applicants which they replied to apologizing after having entered the hearing date in their calendar on the wrong day. Their request to re-schedule the hearing one more time was granted.

The hearing was re-scheduled and held on March 16, 2022, by three-way teleconference. SDC and PC appeared as the Applicants. MD appeared as the Respondent.

Tenancy agreement

The parties agreed and evidence was presented establishing a residential tenancy agreement between them commencing December 1, 2020. The tenancy ended by mutual written agreement October 15, 2021. I am satisfied a valid tenancy agreement was in place in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The Applicants testified that the Respondent had failed to pay the half-month's rent for October 1st to 15th in the amount of \$725. The Respondent did not dispute this claim, acknowledging the debt and accepting responsibility for it.

I am satisfied the Respondent has failed to pay the half-month's rent. I find the Respondent liable to the Applicants for rental arrears in the amount of \$725.

Utilities

Section 45(1) of the Act specifies the Tenant's responsibility to comply with additional obligations included in a written tenancy agreement.

Section 7 of the written tenancy agreement specifies the Tenant is responsible for all utilities to the rental premises. Section 9 of the written tenancy agreement specifies the Tenant is to have the propane tank refilled to 73 percent when the tenancy ends.

The Applicants claimed the Respondent had failed to top up the propane tank upon vacating the rental premises. The Respondent acknowledged that she had not topped up the propane tank as required, explaining that she was told by the local propane provider that because the tank was at approximately 66 percent it was too full for them to do a delivery yet. The Respondent accepted that she was liable for the prorated cost to top up the propane tank to 73 percent.

In an email to the Tenant dated October 22, 2021, the Landlords referenced a verbal estimate from the local propane provider of \$246.05 to refill the propane tank. The Landlords claimed the Tenant was liable to top up the propane tank to 75 percent, despite the written tenancy agreement specifying 73 percent. The Landlords referenced a calculation of proportional costs that was more complex than necessary, still based only on the verbal estimate provided and claiming a 9 percent top up, that came out to a revised claim of \$191.11.

I reserved my decision on the value of the propane for which the Tenant is liable pending receipt of the invoice from the local propane provider for the actual delivery. The Landlord provided the invoice dated December 1, 2021, which showed a delivery on November 25, 2021, of 859.8 litres at a unit price of \$1.0685 per litre, plus GST. The Landlord also provided confirmation from the local propane provider that the propane tank has a capacity of 500 US weight gallons which is equivalent to 1,892.706 litres.

Regardless of how much the propane tank was topped up to on November 25th – be it 80 percent or 100 percent – the value of the propane is established at \$1.0685 per litre. The written tenancy agreement is specific that the propane tank is to be topped up to 73 percent capacity at the end of the tenancy.

I am satisfied the propane tank was at approximately 66 percent capacity when the tenancy ended, given it is the propane provider who confirmed that amount to the Tenant. I find the Respondent responsible for 7 percent of the propane refill at a rate of \$1.0685 per litre. I find the Respondent liable to the Applicant for the costs to top up the propane tank to 73 percent in the amount of \$151.47, including GST.

Order

An order will issue requiring the Respondent to pay rental arrears of \$725 and utilities arrears of \$151.47, totalling \$876.47 (s. 41(4)(a), s. 45(4)(d)).

Adelle Guigon
Rental Officer

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The Applicants testified that the Respondent had failed to pay the half-month's rent for October 1st to 15th in the amount of \$725. The Respondent did not dispute this claim, acknowledging the debt and accepting responsibility for it.

I am satisfied the Respondent has failed to pay the half-month's rent. I find the Respondent liable to the Applicants for rental arrears in the amount of \$725.

Utilities

Section 45(1) of the Act specifies the Tenant's responsibility to comply with additional obligations included in a written tenancy agreement.

Section 7 of the written tenancy agreement specifies the Tenant is responsible for all utilities to the rental premises. Section 9 of the written tenancy agreement specifies the Tenant is to have the propane tank refilled to 73 percent when the tenancy ends.

The Applicants claimed the Respondent had failed to top up the propane tank upon vacating the rental premises. The Respondent acknowledged that she had not topped up the propane tank as required, explaining that she was told by the local propane provider that because the tank was at approximately 66 percent it was too full for them to do a delivery yet. The Respondent accepted that she was liable for the prorated cost to top up the propane tank to 73 percent.

In an email to the Tenant dated October 22, 2021, the Landlords referenced a verbal estimate from the local propane provider of \$246.05 to refill the propane tank. The Landlords claimed the Tenant was liable to top up the propane tank to 75 percent, despite the written tenancy agreement specifying 73 percent. The Landlords referenced a calculation of proportional costs that was more complex than necessary, still based only on the verbal estimate provided and claiming a 9 percent top up, that came out to a revised claim of \$191.11.

I reserved my decision on the value of the propane for which the Tenant is liable pending receipt of the invoice from the local propane provider for the actual delivery. The Landlord provided the invoice dated December 1, 2021, which showed a delivery on November 25, 2021, of 859.8 litres at a unit price of \$1.0685 per litre, plus GST. The Landlord also provided confirmation from the local propane provider that the propane tank has a capacity of 500 US weight gallons which is equivalent to 1,892.706 litres.

Regardless of how much the propane tank was topped up to on November 25th – be it 80 percent or 100 percent – the value of the propane is established at \$1.0685 per litre. The written tenancy agreement is specific that the propane tank is to be topped up to 73 percent capacity at the end of the tenancy.

I am satisfied the propane tank was at approximately 66 percent capacity when the tenancy ended, given it is the propane provider who confirmed that amount to the Tenant. I find the Respondent responsible for 7 percent of the propane refill at a rate of \$1.0685 per litre. I find the Respondent liable to the Applicant for the costs to top up the propane tank to 73 percent in the amount of \$151.47, including GST.

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Section 7 of the written tenancy agreement specifies the Tenant is responsible for all utilities to the rental premises. Section 9 of the written tenancy agreement specifies the Tenant is to have the propane tank refilled to 73 percent when the tenancy ends.

The Applicants claimed the Respondent had failed to top up the propane tank upon vacating the rental premises. The Respondent acknowledged that she had not topped up the propane tank as required, explaining that she was told by the local propane provider that because the tank was at approximately 66 percent it was too full for them to do a delivery yet. The Respondent accepted that she was liable for the prorated cost to top up the propane tank to 73 percent.

In an email to the Tenant dated October 22, 2021, the Landlords referenced a verbal estimate from the local propane provider of \$246.05 to refill the propane tank. The Landlords claimed the Tenant was liable to top up the propane tank to 75 percent, despite the written tenancy agreement specifying 73 percent. The Landlords referenced a calculation of proportional costs that was more complex than necessary, still based only on the verbal estimate provided and claiming a 9 percent top up, that came out to a revised claim of \$191.11.

I reserved my decision on the value of the propane for which the Tenant is liable pending receipt of the invoice from the local propane provider for the actual delivery. The Landlord provided the invoice dated December 1, 2021, which showed a delivery on November 25, 2021, of 859.8 litres at a unit price of \$1.0685 per litre, plus GST. The Landlord also provided confirmation from the local propane provider that the propane tank has a capacity of 500 US weight gallons which is equivalent to 1,892.706 litres.

Regardless of how much the propane tank was topped up to on November 25th – be it 80 percent or 100 percent – the value of the propane is established at \$1.0685 per litre. The written tenancy agreement is specific that the propane tank is to be topped up to 73 percent capacity at the end of the tenancy.

I am satisfied the propane tank was at approximately 66 percent capacity when the tenancy ended, given it is the propane provider who confirmed that amount to the Tenant. I find the Respondent responsible for 7 percent of the propane refill at a rate of \$1.0685 per litre. I find the Respondent liable to the Applicant for the costs to top up the propane tank to 73 percent in the amount of \$151.47, including GST.

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The Applicants claimed the Respondent had failed to top up the propane tank upon vacating the rental premises. The Respondent acknowledged that she had not topped up the propane tank as required, explaining that she was told by the local propane provider that because the tank was at approximately 66 percent it was too full for them to do a delivery yet. The Respondent accepted that she was liable for the prorated cost to top up the propane tank to 73 percent.

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I am satisfied the propane tank was at approximately 66 percent capacity when the tenancy ended, given it is the propane provider who confirmed that amount to the Tenant. I find the Respondent responsible for 7 percent of the propane refill at a rate of \$1.0685 per litre. I find the Respondent liable to the Applicant for the costs to top up the propane tank to 73 percent in the amount of \$151.47, including GST.

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