

IN THE MATTER between **K.L. and J.L.** , Applicants, and **J.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 **Hal Logsdon**, Rental Officer, regarding a rental
premises located within the **town of Fort Smith in the Northwest Territories**.

BETWEEN:

K.L. AND J.L.

Applicants/Landlords

-and-

J.R.L.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	April 5, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	K.L., Applicant
	J.L., Applicant
	J.R.L., Respondent
<u>Date of Decision:</u>	April 6, 2023

REASONS FOR DECISION

The parties entered into a written tenancy agreement for a term commencing on September 1, 2021 and expiring on April 30, 2022. The tenancy agreement then continued on a monthly basis, until the Respondent vacated the premises on August 31, 2022. The Applicants alleged that the Respondent breached the tenancy agreement by failing to pay for electricity during the term and failed to fill the fuel tank at the end of the tenancy.

The Applicants sought an order pursuant to section 45 of the *Residential Tenancies Act* requiring the Respondent to pay electrical costs paid on his behalf and the cost of filling the fuel tank at the end of the tenancy. The Applicants provided copies of electrical invoices and a fuel invoice in evidence indicating electrical costs of \$1,507.85 and fuel cost of \$1,485.90. The Applicants also sought an order requiring the Respondent to pay the application fee.

The Respondent did not dispute the allegations. He acknowledged his responsibility and stated his intention to pay the amounts in full. The Respondent sought to pay the amount in bi-weekly payments of \$500, commencing on April 14, 2023 and continuing until the amount was paid in full. The Applicants agreed to the proposed scheduled payment plan.

The Tenancy Agreement

Article 4 of the tenancy agreement sets out the utilities and services the landlord is obligated to pay. Neither electricity nor fuel costs are set out as the landlord's obligation to pay. However, neither Article 4 nor any other section of the tenancy agreement set out fuel or electricity as the tenant's obligation to pay. Therefore, the obligation to pay for fuel and electricity is unspecified in the tenancy agreement.

A tenancy agreement set out in writing contains all rights and obligations of the parties within "the four corners" of the agreement. There are no written amendments to this tenancy agreement. Therefore, there is no obligation in the tenancy agreement requiring the tenant to pay for electricity or fuel during the term of the tenancy.

However, it is clear from the parties' testimonies that both parties understood and agreed that the Respondent would pay for fuel and electricity during the tenancy. In fact, the Respondent did pay for the initial electrical bill and all fuel expenses except the final fuel bill. The Respondent freely acknowledged his promise to pay the fuel and electrical expenses and his intention to do so.

Mediated Agreements

Section 79.1 permits a rental officer to mediate an agreement between parties and express the results in an order, provided the rental officer has the authority under the Act to make an order of that kind.

79.1. (1) Where a rental officer has mediated between a landlord and tenant who have been able to settle a matter by agreement, the rental officer may express the terms of the agreement in an order.

(2) An order made under subsection (1)

(a) may only contain the terms of the agreement that may be expressed as orders that a rental officer has the authority to make under other provisions of this Act; and

(b) may include the terms and conditions that the rental officer considers appropriate in the circumstances.

In my opinion, since a rental officer may make orders pursuant to section 45 and there is clearly a mediated agreement between the parties that the Respondent is obligated to pay the fuel and electricity costs set out in the application and the parties agree on the terms and conditions of payment, an order may issue.

Therefore an order shall issue requiring the Respondent to pay the Applicants the fuel and electrical costs of \$2,993.75 in six bi-weekly payments commencing on April 14, 2023 and continuing until the order is fully satisfied.

Should the Respondent fail to pay the ordered amounts in accordance with this order, the Applicants may file an application to rescind this order and ordering the lump sum payment of any existing balance.

The Applicants' request for the cost of the application fee is denied. There is no obligation contained in the Act or Regulations for the awarding of costs for making an application. Additionally, in my opinion, the application fee is a normal business cost of a landlord similar to legal fees.

Hal Logsdon
Rental Officer