

IN THE MATTER between **CONSTANTINA TSETSOS**, Applicant, and **JESLEY NITSIZA**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**CONSTANTINA TSETSOS**

Applicant/Landlord

- and -

**JESLEY NITSIZA**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand dollars (\$3000.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for fuel purchased on his behalf in the amount of two hundred thirty five dollars and twenty nine cents (\$235.29).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of February, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **CONSTANTINA TSETSOS**, Applicant, and **JESLEY NITSIZA**, 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:

**CONSTANTINA TSETSOS**

Applicant/Landlord

-and-

**JESLEY NITSIZA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 13, 2013

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Aysia Lowell-Guy, representing the applicant  
Constantina Tsetsos, witness (via telephone)

**Date of Decision:** February 28, 2013

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by e-mail but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on or about September 30, 2012. The applicant retained the security deposit (\$600.00) and interest (\$0.30) applying it against rent arrears (\$3000), cleaning costs (\$451.50), a lock change (\$120.75), fuel (\$263.34) and electricity charges (\$216.67) resulting in a balance owing of \$3451.96. The applicant sought an order requiring the respondent to pay that amount.

The applicant provided a statement of the rent account, invoices for cleaning costs, a locksmith invoice, a fuel delivery slip, an invoice for electricity and the tenancy agreement in evidence.

The tenancy agreement obligates the tenant to pay for electricity and fuel during the term of the tenancy. The applicant testified that the fuel tank was 25% full at the commencement of the tenancy agreement and empty when the tenant vacated. She testified that the \$263.34 represented 25% of a full tank of fuel.

The account for electricity is in the tenant's name and the amount sought by the applicant represents the balance on that account. The applicant stated that she had not paid the invoice.

There is no obligation on the part of the landlord to pay this bill. It is the tenant's account and the

tenant is obligated to pay the utility supplier. The applicant's request for relief for electricity is denied.

I find the respondent in breach of his obligation to pay rent and his obligation to pay for fuel during the tenancy. I find the cleaning and locksmith charges to be reasonable.

Applying the security deposit and accrued interest first to the cleaning and locksmith costs, then to the fuel costs, I find a balance of fuel costs payable to the applicant of \$235.29 and rent arrears of \$3000 calculated as follows:

Security deposit	(\$600.00)
Interest	(0.30)
Cleaning	451.50
Lock change	<u>120.75</u>
Subtotal	(28.05)
Fuel	<u>263.34</u>
Fuel costs owing applicant	\$235.29
Rent arrears	\$3000.00

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3000 and compensation for fuel paid on his behalf of \$235.29.

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Hal Logsdon  
Rental Officer