

IN THE MATTER between **STEPHEN WYLIE**, Applicant, and **MARISA LAVIOLETTE**, 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 **FORT SMITH, NT.**

BETWEEN:

STEPHEN WYLIE

Applicant/Landlord

- and -

MARISA LAVIOLETTE

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 five thousand ninety nine dollars and forty seven cents (\$5099.47).
2. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for fuel costs which were paid on her behalf in the amount of five hundred fifty four dollars and eighty eight cents (\$554.88).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of May, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **STEPHEN WYLIE**, Applicant, and **MARISA LAVIOLETTE**, 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:

STEPHEN WYLIE

Applicant/Landlord

-and-

MARISA LAVIOLETTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 23, 2014

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Stephen Wylie, applicant

Date of Decision: May 13, 2014

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was terminated on or about April 1, 2014 when the respondent moved out of the premises. The applicant retained the security deposit (\$1400) and the accrued interest (\$5.00) applying it against rent arrears (\$6000) and cleaning costs (\$500) resulting in a balance owing of \$5095. The applicant also alleged that the respondent failed to pay for fuel oil during the term and sought relief of \$896.51 for fuel which he purchased on behalf of the respondent. The applicant sought an order for monetary relief of \$5991.51.

The applicant provided a statement of the security deposit, a text statement from the person who did the cleaning, and two invoices from the fuel company in evidence.

The interest on the security deposit is incorrect. The interest to be applied in accordance with the regulations is 0.53. Applying the security deposit and interest first against the cleaning, I find rent arrears owing to the applicant of \$5099.47 calculated as follows:

Security deposit	(1400.00)
Interest	(0.53)
Rent arrears	6000.00
Cleaning	<u>500.00</u>
Total rent arrears	\$5099.47

The applicant testified that the tenancy agreement between the parties obligated the tenant to pay for fuel during the term of the agreement. The applicant stated that he paid for two fuel deliveries to the premises. The first was on March 14, 2014, costing \$191.89 and the second on April 16, 2014 costing \$704.62. The applicant provided the two fuel invoices in evidence.

Since the tenancy ended on or about April 1, 2014 the respondent should only be responsible for fuel up to that date. Prorating the second invoice I find fuel costs to be \$554.88 calculated as follows:

Fuel (March 14 delivery)	\$191.89
Fuel (March 14 to April 1)	<u>362.99</u>
Total fuel	\$554.88

I find the respondent in breach of her obligation during the term of the tenancy. An order shall issue requiring the respondent to pay compensation to the applicant for fuel paid on her behalf in the amount of \$554.88.

Hal Logsdon
Rental Officer