

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHELLE ZIEBA, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

MICHELLE ZIEBA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 45(4)(c) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and costs of electricity paid on behalf of the respondent in the total amount of two thousand eight hundred eighty eight dollars and seventy two cents (\$2888.72) to be paid in four equal installments of seven hundred twenty two dollars and eighteen cents (\$722.18) payable on June 30, July 31, August 31 and September 30, 2014.
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay the

monthly rent on time in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June,
2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
MICHELLE ZIEBA, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

MICHELLE ZIEBA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 4, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sara Thomson, representing the applicant
Michelle Zieba, respondent

Date of Decision: June 10, 2014

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for the cost of electricity during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears and to pay compensation for electricity which was paid by the applicant on behalf of the respondent. The applicant also sought an order terminating the tenancy agreement and an eviction order.

The applicant provided a statement which indicated a balance of \$3019.43. Included in the balance are rent arrears (\$2017.19), charges for electricity paid on behalf of the respondent (\$871.53) and administrative fees of 15% (\$130.71).

The tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the tenancy agreement. The respondent has been paying the electricity and billing it back to the respondent, adding a 15% administrative fee to the charges.

The respondent did not dispute the allegations and stated that the account for electricity had now been established in her name. She stated that she could pay the rent arrears and reimburse the applicant for the electricity costs on or before September 30, 2014. The applicant agreed to continue the tenancy if the monthly rent was paid and the rent arrears and electricity costs were paid before September 30, 2014.

Two previous orders have been satisfied.

I find the respondent in breach of her obligation to pay rent and her obligation to pay for electricity. I find the rent arrears to be \$2017.19 and the electrical costs to be \$871.53.

Provided the respondent paid for electricity in accordance with the tenancy agreement, the applicant would incur no cost. It is reasonable in some cases for a landlord to pay for electricity, even when it is the tenant's obligation to do so, where the property could suffer damage if the service was disconnected. The landlord would simply be exercising their duty to mitigate loss. I acknowledge that paying on behalf of a tenant could result in some administrative costs that would not be otherwise incurred. In my opinion, a percentage of the cost paid on behalf of the tenant is not reasonable. Surely, it takes no more time to process a larger payment than a smaller one. The fee is not a reasonable estimate of the administrative cost and is denied.

Since the parties have agreed to continue the tenancy until September 30 if the rent arrears and electrical costs are paid by that date, in my opinion, a more reasonable remedy is to order the payment of the arrears and electrical costs in four equal installments and order the monthly rent to be paid in time. If the respondent fails to pay the monthly rent or the monthly installment, the applicant may make an application seeking to rescind this order and ordering the lump sum payment of any balance and termination of the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant \$2888.72 in four installments

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of \$722.18 payable on June 30, July 31, August 31 and September 30 and to pay the monthly rent on time.

Hal Logsdon
Rental Officer