

IN THE MATTER between **ANDREW P. JONES**, Applicant, and **FRED COUCH**, 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 the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

ANDREW P. JONES

Applicant/Tenant

- and -

FRED COUCH

Respondent/Landlord

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of May, 2002.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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-and-

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REASONS FOR DECISION

Date of the Hearing: May 15, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Andrew P. Jones, applicant
Fred Couch, respondent
Adriana Zibolenova, witness for the respondent

Date of Decision: May 15, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to provide meals when the tenancy agreement required the landlord to provide room and board. The applicant testified that the tenancy agreement was terminated on March 31, 2002 but that the landlord failed to provide any meals for the last two weeks of the tenancy. The tenancy agreement was verbal in nature. The applicant stated that the rent was \$500/month for the room and \$150/month for board. The applicant sought compensation in the amount of \$75.

The respondent claimed that he provided groceries to the house in March because the applicant was house sitting at another location. He claimed that the applicant required a special diet which he was unwilling to provide. He stated that he had reduced the amount of rent on occasion to enable the applicant to purchase special food for himself. He stated that he normally provided groceries for the applicant and had left a turkey and other food in the house during the last two weeks of the tenancy.

The *Residential Tenancies Act* does not specifically set out provisions for food in a room and board tenancy. Section 39 of the Act requires a landlord to comply with obligations undertaken in a written tenancy agreement which are not specifically outlined in the Act. The tenancy agreement between the parties was verbal and the parties clearly have different understandings of what the landlord's obligations were in terms of the provision of meals. The respondent's witness testified that during her tenancy at the premises, she was quite satisfied with the meals.

In my opinion, the respondent did not expect to have to provide special meals to the applicant or provide special groceries. He did what he could and reduced the rent to compensate for the unexpected arrangement. In my opinion, there is insufficient evidence to determine the nature of the agreement between the parties as it pertains to meals and such an agreement should be in writing in any case.

The application is dismissed.

Hal Logsdon
Rental Officer