

IN THE MATTER between **WARREN MAGRUM AND NANCY MAGRUM**,  
Applicants, and **TINA SANGRIS**, 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:

**WARREN MAGRUM AND NANCY MAGRUM**

Applicants/Landlords

- and -

**TINA SANGRIS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of two thousand nine hundred forty six dollars and fifty seven cents (\$2946.57).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicants costs related to fuel paid on her behalf in the amount of four hundred seventy six dollars and twenty five cents (\$476.25).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of  
November, 2004.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**WARREN MAGRUM AND NANCY MAGRUM**

Applicants/Landlords

-and-

**TINA SANGRIS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 23, 2004

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

**Appearances at Hearing:** Warren Magrum, representing the applicants (by  
phone)

**Date of Decision:** November 23, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on October 22, 2004 but failed to appear at the hearing. The hearing was held in her absence.

The tenancy agreement between the parties was terminated on or about November 4, 2004 when the respondent vacated the premises. The applicant testified that the tenant had failed to pay the full amount of rent and had failed to fill the fuel tank. The applicant testified that there was \$200 outstanding for August, 2004 and that no rent had been paid for September or October, 2004. The monthly rent for the premises was \$1500, bringing the balance owing to \$3200.

The applicant also testified that the fuel tank was full at the commencement of the tenancy and required \$476.25 worth of fuel to fill it at the end of the tenancy. The written tenancy agreement between the parties entered as evidence indicated that fuel was the responsibility of the tenant. Receipts were provided for the fuel purchased by the applicant.

At the end of the tenancy, the applicant retained the security deposit of \$250 and applied it against the rent arrears. No interest was paid on the deposit.

Taking into account the security deposit interest, and deducting the deposit and accrued interest from the rent arrears I find a balance of rent owing in the amount of \$2946.57, calculated as follows:

<b>Rent arrears</b>	<b>\$3200.00</b>
<b>Security deposit</b>	<b>(250.00)</b>
<b>Interest</b>	<b><u>(3.43)</u></b>
<b>Rent arrears</b>	<b>\$2946.57</b>

I also find the respondent in breach of her obligation to pay for the cost of fuel during the tenancy agreement and find the amount owing to the landlord to be \$476.25.

An order shall issue requiring the respondent to pay the applicants rent arrears and the cost of fuel in the total amount of \$3422.82.

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Hal Logsdon  
Rental Officer