

IN THE MATTER between **LEO CORDERO**, Applicant, and **LEE ANN NEWSHAM**, 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 **FORT SIMPSON, NT**.

BETWEEN:

LEO CORDERO

Applicant/Landlord

- and -

LEE ANN NEWSHAM

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 one thousand eight hundred dollars (\$1800.00).
- 2, Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant for fuel costs in the amount of seven hundred fifty eight dollars and seven cents (\$758.07).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of March, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **LEO CORDERO**, Applicant, and **LEE ANN NEWSHAM**,
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:

LEO CORDERO

Applicant/Landlord

-and-

LEE ANN NEWSHAM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 9, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	Betty Lee, representing the applicant Lee Ann Newsham, respondent
<u>Date of Decision:</u>	March 9, 2005

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on January 10, 2005 when the respondent vacated the premises. The applicant alleged that the respondent breached the tenancy agreement by failing to pay for the full amount of rent and by failing to pay for fuel used during the term of the tenancy.

The applicant testified that the December, 2004 and January, 2005 rent had not been paid and that the rent for the premises was \$900/month. The applicant also testified that the tenant was responsible for fuel during the term of the tenancy and that the fuel tank was empty when the tenant vacated. The applicant testified that the tank was filled at the commencement of the tenancy. The parties agreed that the rent was due on the first of each month. There was no security deposit provided to the landlord.

The respondent did not dispute the fuel costs but stated that she had refused to pay rent because the premises were very hard to heat. She stated that she had given notice to the landlord on January 7, 2005 that she intended to vacate. The respondent has not filed an application to a rental officer.

Withholding rent is not a remedy for a tenant. I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1800. I also find the respondent to be in breach of her obligation to provide fuel during the term of the tenancy. I find the compensation requested by

the landlord of \$758.07 to be reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1800 and fuel costs in the amount of \$758.07.

Hal Logsdon
Rental Officer