

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **CRAIG RICKS AND AILEEN DRYBONES**, Respondents;

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:

NORTHERN PROPERTY REIT

Applicant/Landlord

- and -

CRAIG RICKS AND AILEEN DRYBONES

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand nine hundred four dollars and nineteen cents (\$1904.19).
2. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicant for the cost of fuel paid on their behalf in the amount of \$276.40.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of December, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **CRAIG RICKS AND AILEEN DRYBONES**, Respondents.

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:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

CRAIG RICKS AND AILEEN DRYBONES

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 10, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sharon Hysert, representing the applicant
Lucy Gillard, representing the applicant
Craig Ricks, respondent
Aileen Drybones, respondent

Date of Decision: December 10, 2002

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on or about November 6, 2002 when the tenants vacated the rental premises. When the matter was heard on November 12, 2002 the parties agreed to adjourn until the landlord had completed the statement of the security deposit. The matter was adjourned to December 10, 2002.

The landlord provided a statement of the security deposit and a copy of the rent statement. The landlord applied the security deposit to costs of carpet cleaning and rent arrears. The remaining rent arrears after the application of the security deposit were \$1904.19. The landlord also alleged that the oil tank had not been filled at the termination of the tenancy and claimed additional costs of \$276.40. The landlord alleged that the total amount owing was \$2180.59 and sought an order requiring the respondents to pay that amount.

The tenants did not dispute the allegations.

The tenancy agreement obligates the tenants to pay for fuel during the tenancy. The tenants are therefore obliged to fill up the fuel tank at the termination of the tenancy if it was full when they took possession.

I find that the tenants failed to pay the lawful rent to the landlord and failed to pay for fuel. I find

the rent arrears to be \$1904.19 and the cost of fuel paid on their behalf to be \$276.40. An order shall be issued requiring the tenants to pay the landlord those amounts.

Hal Logsdon
Rental Officer