

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **MIKE SADDLER**, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

- and -

MIKE SADDLER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears and compensation for the cost of fuel purchased on his behalf in the amount of one thousand seventy dollars (\$1070.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of January, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **MIKE SADDLER**, 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:

NORTHERN PROPERTY REIT

Applicant/Landlord

-and-

MIKE SADDLER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 14, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: January 14, 2003

REASONS FOR DECISION

The applicant and respondent entered into a tenancy agreement which commenced on May 1, 2002. The respondent was a joint tenant with two other persons. The tenancy was terminated on October 7, 2002. The applicant alleged that at the termination of the tenancy agreement, the tenants had not paid the full amount of rent and had failed to pay for the cost of fuel oil which the applicant had provided on their behalf. The applicant filed an application against all three of the joint tenants on October 21, 2002, seeking payment of the arrears and cost of the fuel oil. The applicant also retained the security deposit of \$600.

On November 27, 2002 the applicant amended the application to name only Mike Saddler as respondent. She indicated that the other joint tenants had made arrangements to pay a share of the arrears and payments were being received. As joint tenants are jointly and severally responsible for rent arrears, the application was amended accordingly. Mike Saddler was served with a Notice of Attendance on December 22, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2103.50. Included in that amount was a charge of \$178.50 for the cost of fuel oil. The applicant stated that the landlord had paid for fuel on one occasion in order to protect the property but that the tenants were responsible for the provision of fuel. The written tenancy agreement between the parties and the invoice for the fuel were presented in evidence. The

retained security deposit was not indicated on the ledger. The applicant sought an order in the amount of \$1070.

Taking into account the retained security deposit of \$600 and the accrued interest, the balance of rent and fuel costs exceeds the amount of the order sought. As the respondent is jointly and severally responsible for the debt, it is appropriate for me to consider an order in accordance with the landlord's requested amount.

An order shall be issued requiring the respondent to pay the applicant rent arrears and compensation related to the cost of fuel purchased on behalf of the respondent in the amount of \$1070.

Hal Logsdon
Rental Officer