

IN THE MATTER between **TOM MAKEPEACE AND NANCY MAKEPEACE**,  
Applicants, and **TIFFANY WOODS AND SEAN AHENAKEW**, 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 **HAY RIVER, NT**.

BETWEEN:

**TOM MAKEPEACE AND NANCY MAKEPEACE**

Applicants/Landlords

- and -

**TIFFANY WOODS AND SEAN AHENAKEW**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant compensation for fuel costs paid on their behalf in the amount of seven hundred two dollars and twenty six cents (\$702.26).

DATED at the City of Yellowknife, in the Northwest Territories this 23rd day of October,  
2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**TOM MAKEPEACE AND NANCY MAKEPEACE**

Applicants/Landlords

-and-

**TIFFANY WOODS AND SEAN AHENAKEW**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 23, 2008**

**Place of the Hearing:**                      **Hay River, NT via teleconference**

**Appearances at Hearing:**                      **Tom Makepeace, applicant**  
   **Tiffany Woods, respondent**  
   **Sean Ahenakew, respondent**

**Date of Decision:**                              **October 23, 2008**

### **REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on August 18, 2008 when the respondents vacated the premises. The applicants retained the security deposit (\$500.00) and accrued interest (\$12.51) applying it to cleaning (\$100.00) and fuel costs (\$1214.77) leaving a balance owing to the applicants of \$802.26. The applicants sought an order requiring the respondents to pay the balance.

The applicants provided an itemized list of cleaning that was necessary after the respondents vacated the premises.

The applicants also provided an invoice for the fuel that was purchased in order to fill the fuel tank after the tenants vacated the premises. The invoice indicated that the cost of the fuel purchased was \$1214.77.

The respondents disputed the cleaning costs stating that the applicants had agreed to waive the \$100 cleaning costs in consideration of the respondents' labour to clean the premises at the commencement of the tenancy agreement. The applicants agreed to waive the cleaning costs and withdrew the request for \$100 in compensation.

The respondents acknowledged that they had not paid for fuel but stated that they had numerous complaints concerning the condition of the premises during the tenancy and alleged that the

landlords failed to address repairs which were brought to their attention. The respondents also stated that they did not have a written tenancy agreement with the landlord and that a signed agreement had not been given to them when they were permitted to take possession. The respondents acknowledged, however, that it was their understanding that they were obligated to pay for fuel during the term of the tenancy.

Section 9(1) of the *Residential Tenancies Act* permits written, oral or implied tenancy agreements.

**9.(1) A tenancy agreement may be oral, written or implied.**

I find that the tenancy agreement between the parties was oral in nature and that it obligated the tenants to pay for fuel during the term of the tenancy.

When a landlord and tenant enter into a tenancy agreement, each is expected to fulfil their respective obligations regardless of the actions of the other. A landlord may not withhold services or refuse to maintain the premises if a tenant fails to pay rent, nor may a tenant withhold rent if a landlord fails to maintain the premises. The respondents can not defend their failure to pay for fuel due to the landlord's alleged failure to maintain the premises. The respondent should have filed an application to a rental officer and sought relief. I can not consider their allegations at this point in time as their application is not before me and they are no longer tenants.

I find the respondents in breach of their obligation to pay for fuel during the term of the tenancy agreement. I find the fuel costs that were paid by the applicant on their behalf to be \$1214.77.

Applying the retained security deposit and accrued interest to the fuel costs paid on behalf of the respondents, I find compensation due to the applicants in the amount of \$702.26, calculated as follows:

Security deposit	\$500.00
Interest	12.51
Fuel cost	<u>(1214.77)</u>
Amount due applicants	\$702.26

An order shall issue requiring the respondents to compensate the applicants for fuel paid on their behalf in the amount of \$702.26.

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Hal Logsdon  
Rental Officer