

IN THE MATTER between **JENNIFER BUCKLEY**, Applicant, and **TOM MOORE**,  
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 **HAY RIVER, NT.**

BETWEEN:

**JENNIFER BUCKLEY**

Applicant/Landlord

- and -

**TOM MOORE**

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 nine hundred dollars (\$1900.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant fuel costs which were paid on his behalf in the amount of seven hundred thirty two dollars and seventy one cents (\$732.71).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of July,  
2010.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

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BETWEEN:

**JENNIFER BUCKLEY**

Applicant/Landlord

-and-

**TOM MOORE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 30, 2010**

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

**Appearances at Hearing:**                      **Jennifer Buckley, applicant**  
   **Tom Moore, respondent**

**Date of Decision:**                      **July 8, 2010**

**REASONS FOR DECISION**

The applicant stated that her family name was now Buckley and asked that any order made reflect her correct name. The style of cause of the order shall reflect the applicant's proper name.

This tenancy agreement was terminated in January, 2010 when the applicant declared the premises abandoned. The applicant alleged that the respondent had failed to pay the full amount of rent in December, 2009 or any rent in January, 2010 and had failed to pay for fuel during the tenancy.

The applicant stated that she discovered that the respondent had been incarcerated in December, 2009 but did not hear from him and did not take possession of the premises until mid to late January, thinking he might return. The tenancy agreement was verbal and set out a monthly rent of \$1200. The tenant was responsible for all utilities. There was no security deposit required.

The applicant testified that only \$500 was paid in December, 2009 leaving \$700 outstanding plus the January rent of \$1200 for a total of \$1900. The applicant also provided invoices for propane fuel totalling \$435.21 and fuel oil totalling \$297.50 and stated that she had paid them on behalf of the respondent. She stated that both fuel tanks were full at the commencement of the tenancy.

The respondent did not dispute the allegations but stated that he could not be sure of how much

he paid toward the December, 2009 rent as he did not have access to his records. I accept the applicant's testimony as to the rent arrears in the absence of any certain evidence to the contrary.

I find the respondent in breach of his obligation to pay rent and his obligation to pay for fuel during the term of the tenancy agreement. I find the rent arrears to be \$1900 and the fuel paid on behalf of the respondent to be \$732.71.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1900 and fuel costs of \$732.71.

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Hal Logsdon  
Rental Officer