

IN THE MATTER between **PAUL HAMLYN AND IRIS HAMLYN**, Applicants, and  
**WAYNE BLANDFORD**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **PRELUDE LAKE, NT.**

BETWEEN:

**PAUL HAMLYN AND IRIS HAMLYN**

Applicants/Landlords

- and -

**WAYNE BLANDFORD**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of one thousand seven hundred fifty dollars (\$1750.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicants for fuel purchased on his behalf in the amount of eight hundred eighty dollars (\$880.00).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 23 Prelude Lake Main, Prelude

Lake, NT shall be terminated on February 6, 2013 and the respondent shall vacate the premises on that date unless the rent arrears, compensation for fuel and rent for the period January 30 - February 6, 2013 in the total amount of three thousand thirty dollars (\$3030.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **PAUL HAMLYN AND IRIS HAMLYN**, Applicants, and  
**WAYNE BLANDFORD**, 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:

**PAUL HAMLYN AND IRIS HAMLYN**

Applicants/Landlords

-and-

**WAYNE BLANDFORD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 23, 2013

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

**Appearances at Hearing:** Paul Hamlyn, applicant  
Iris Hamlyn, applicant  
Wayne Blandford, respondent  
Scott Yuill, representing the respondent

**Date of Decision:** January 23, 2013

### **REASONS FOR DECISION**

The respondent's name was incorrectly spelled on the application. The order's style of cause has been amended to reflect the correct spelling.

The applicants alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay for fuel. The applicants sought an order requiring the respondent to pay rent arrears, costs of fuel paid on his behalf and terminating the tenancy agreement and evicting the respondent.

The tenancy agreement between the parties is verbal. The agreement is weekly and the weekly rent is \$200. In addition the respondent is obligated to pay for fuel during the tenancy. The applicants provided a statement of account in evidence which indicated rent owing in the amount of \$1750. The applicants stated that they had also purchased fuel on behalf of the respondent at a cost of \$880 for which they had not been reimbursed.

The respondent did not dispute the allegations. The respondent's representative stated that the respondent had suffered several financial setbacks but was now in a position to promptly pay these arrears and stay current with the rent. The applicants stated that they would agree to continue the tenancy provided the respondent brought the account up to date by February 6, 2013 and paid the future rent and fuel charges on time.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1750. I also find the respondent in breach of his obligation to pay for fuel. I find the fuel costs paid on his behalf by the landlords to be \$880. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the rent arrears and the compensation for the fuel coats are promptly paid.

An order shall issue requiring the respondents to pay the applicants rent arrears of \$1750 and compensation for the fuel purchased on his behalf of \$880. The tenancy shall be terminated by order on February 6, 2013 unless these amounts are paid in full plus the rent for the period January 30-February 6, 2013. I find the total amount to be \$3030 calculated as follows:

Rent arrears	\$1750
Compensation for fuel	880
Rent January 30-February 6, 2013	<u>400</u>
Total	\$3030

The respondent shall also be ordered to pay future rent on time.

An eviction order to be effective on February 7, 2013 unless this order is satisfied shall be issued separately.

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Hal Logsdon  
Rental Officer