

IN THE MATTER between **DARIN B. RYDEN**, Applicant, and **BARRY FOUGERE**, 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:

**DARIN B. RYDEN**

Applicant/Landlord

- and -

**BARRY FOUGERE**

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 one hundred dollars (\$1100.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of June, 2004.

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Hal Logsdon  
Rental Officer

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**DARIN B. RYDEN**

Applicant/Landlord

-and-

**BARRY FOUGERE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 10, 2004</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Darin Ryden, applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 10, 2004</b>

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail. On June 8, 2004 the respondent contacted the rental officer seeking a postponement of the hearing as he was unable to reserve a seat on scheduled flight to return to Yellowknife. I agreed to consider a postponement if he contacted me after making a reservation, indicating a date and time he would be returning.

The respondent failed to contact me prior to the hearing and the hearing was held in his absence.

The applicant testified that he rented a room to the respondent commencing November 1, 2003.

The monthly rent for the room was \$550, which included all utilities except for telephone. The applicant testified that the respondent left in January to attend school but indicated that he wished to maintain the tenancy agreement. His possessions remained in the room. On March 2, 2004, the respondent sent an e-mail to the applicant stating "I don't think I (sic) going to move back in".

The applicant stated that the respondent's personal possessions remained in the room for much of March, 2004. The applicant stated that he gave up possession to the premises on March 31, 2004 because the respondent and another tenant were not paying their rent.

The applicant testified that the respondent failed to pay rent for the months of February and March, 2004. He sought an order requiring the respondent to pay rent arrears of \$1100. The applicant also sought payment of long distance charges in the amount of \$242.17.

The e-mail correspondence between the parties, submitted by the applicant, indicates that the

respondent did not pay the February or March rent claiming that he “wasn’t there feb or march”. While that is no doubt true, his intentions to maintain the tenancy while he was at school are evident in other correspondence. It was not until March 2, 2004 that he expressed any intention to quit and it appears he did not remove his possessions until sometime after March 11, 2004.

Section 45(1) of the *Residential Tenancies Act* permits a tenant to undertake obligations that are not specifically addressed in the Act.

**45. (1) Where in a written tenancy agreement a tenant has undertaken additional obligations, the tenant shall comply with the obligations under the tenancy agreement and with the rules of the landlord that are reasonable in all circumstances.**

Telephone cost is an example of such an obligation. As there was no written tenancy agreement between the parties and section 45(1) clearly requires such obligations to be set out in a written agreement, I can not consider the applicant’s claim for telephone costs.

I find the respondent breached his obligation to pay rent and find rent arrears in the amount of \$1100. An order shall issue requiring the respondent to pay the applicant those arrears.

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Hal Logsdon  
Rental Officer