

IN THE MATTER between **DENENDEH INVESTMENTS INC.**, Applicant, and  
**RICK BULLOCK AND MARLA BULLOCK**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

**DENENDEH INVESTMENTS INC.**

Applicant/Landlord

- and -

**RICK BULLOCK AND MARLA BULLOCK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of October,  
2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **DENENDEH INVESTMENTS INC.**, Applicant, and  
**RICK BULLOCK AND MARLA BULLOCK**, Respondent.

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

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BETWEEN:

**DENENDEH INVESTMENTS INC.**

Applicant/Landlord

-and-

**RICK BULLOCK AND MARLA BULLOCK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** October 14, 2004

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

**Appearances at Hearing:** Cynthia James, representing the applicant  
Rick Bullock, respondent  
Marlo Bullock, respondent

**Date of Decision:** October 14, 2004

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated by mutual agreement on January 31, 2004. The applicant filed the application to a rental officer on July 9, 2004 seeking rent arrears in the amount of \$1100 and costs of repair in excess of the retained security deposit in the amount of \$408.34.

The rental office notified the applicant in writing on September 7, 2004 that the file would be closed on September 24, 2004 unless proof of service of the application was received. The applicant filed confirmation of service on September 24, 2004 indicating that the application had been sent to the applicant by registered mail on September 24, 2004.

The respondent testified that the former property manager had agreed that only half a months rent would be required for January, 2004. The respondent also testified that no statement of the security deposit had been received and the first indication that the landlord was demanding additional compensation for damage or rent arrears was when they received the application in early October, 2004. The applicant's current representative was unable to confirm if any statement was sent or if any arrangement for January's rent was made.

Section 68 sets out time limits for the filing of an application and service on the other party:

- 68.(1) An application by a landlord or a tenant to a rental officer must be made within six months after the breach of an obligation under this Act or the tenancy agreement or the situation referred to in the application arose.**

- (2) **A landlord or a tenant making an application to a rental officer for an order or a decision under this Act must file the application with the rental officer and serve a copy of the application on the other party within at least 14 days after the filing of the application.**
- (3) **A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.**

The applicant did file the application within the 6 month time limit set out in section 68(1), albeit over five months after the tenancy agreement ended. The applicant did not, however, serve the application on the respondent within the time limit set out in section 68(2). In fact, the application was served 78 days after the application was filed. As well, it appears that the respondents were unaware that the applicant sought any repair costs or rent arrears until the application was received, nearly nine months after the tenancy was terminated.

The *Residential Tenancies Act* does not provide a rental officer with the authority to extend the 14 day service requirement. Particularly in this case, given the time between the alleged breach and the service of the application and the landlord's failure to set out any demand for repair costs until the application was served, I do not think I can simply overlook the landlord's failure to meet the process set out in section 68(2) of the Act.

Consequently, the application is dismissed.

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Hal Logsdon  
Rental Officer