

IN THE MATTER between **VQ84 INVESTMENTS LTD.**, Applicant, and **JUNE POPE**, 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 **NORMAN WELLS, NT.**

BETWEEN:

**VQ84 INVESTMENTS LTD.**

Applicant/Landlord

- and -

**JUNE POPE**

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 five hundred forty five dollars and fifty four cents (\$1545.54)

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of August, 2004.

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Hal Logsdon  
Rental Officer

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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:

**VQ84 INVESTMENTS LTD.**

Applicant/Landlord

-and-

**JUNE POPE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 18, 2004

**Place of the Hearing:** Norman Wells, by teleconference

**Appearances at Hearing:** Reg Piercey, representing the applicant

**Date of Decision:** August 18, 2004

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail, confirmed delivered on July 28, 2004. The respondent failed to appear at the hearing. The hearing was held in her absence.

The applicant stated that the tenancy agreement was terminated on January 31, 2003. The applicant alleged that the respondent had failed to pay the rent for the months of December, 2002 and January, 2003. The rent for the premises was \$1100/month. The applicant stated that the parties had agreed, after the termination of the tenancy agreement, how the rent arrears would be paid and the respondent made a payment of \$250. The applicant retained the security deposit of \$400, applying it against the rent arrears.

Section 68 of the *Residential Tenancies Act* requires that an application be made within six months after the breach of an obligation but permits a rental officer to extend the time for making an application if it is not unfair to do so. In this matter, it appears the respondent acknowledged the arrears, made an agreement to pay them and made a payment. In my opinion, it is not unfair to extend the time period and determine the matter as the landlord had reasonable expectations that the rent arrears would be paid without resort to legal action.

I find the rent arrears to be \$1950. Taking account the retained security deposit and interest, I find the amount owing to be \$1545.54, calculated as follows:

Security deposit	\$400.00
Interest on deposit	4.46
Rent arrears	<u>(1950.00)</u>
Amount owing	\$1545.54

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1545.54.

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Hal Logsdon  
Rental Officer