

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **CHARLOTTE DIGNESS**, 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:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

- and -

**CHARLOTTE DIGNESS**

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 twelve dollars and eighteen cents (\$1012.18).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of June,  
2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

-and-

**CHARLOTTE DIGNESS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 30, 2005

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

**Appearances at Hearing:** Roberta Bulmer, representing the applicant

**Date of Decision:** May 30, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance by registered mail which was confirmed delivered. The respondent requested the hearing be held by telephone and provided a contact number to the rental officer. The respondent did not answer the phone when called and the hearing was held in her absence.

The tenancy agreement was terminated in June, 2004 when the respondent vacated the rental premises. The application was filed on January 6, 2005. Section 68 of the *Residential Tenancies Act* requires an application be made within six months but permits a rental officer to extend the time limit if it is not unfair to do so. In this matter, the respondent had made an arrangement to pay the rent arrears and some payments had been received. In my opinion, the landlord had reasonable grounds to assume the matter would be resolved without resort to legal action and it is not unfair to either landlord or tenant to extend the time limit and hear the matter.

The applicant retained the security deposit and accrued interest and applied it against cleaning costs and rent arrears. A notice was sent to the respondent. The applicant now seeks an order requiring the respondent to pay the balance of the rent arrears in the amount of \$1012.18. A copy of the tenant ledger was provided in evidence.

I find the ledger in order and find the rent arrears to be \$1012.18 calculated as follows:

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Security deposit	\$400.00
Interest on deposit	43.37
Carpet cleaning	(283.55)
Rent arrears	(1882.00)
Amounts paid since termination	<u>710.00</u>
Balance owing applicant	\$1012.18

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1012.18.

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Hal Logsdon  
Rental Officer