

IN THE MATTER between **ANDREW GAMBLE AND JIVKO JIVKOV**, Applicants,
and **DENE CHO MORIN**, 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:

ANDREW GAMBLE AND JIVKO JIVKOV

Applicants/Landlords

- and -

DENE CHO MORIN

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 four thousand two hundred dollars (\$4200.00).
2. Pursuant to section 45(4)(d) of the *Residential Tenancies Act*, the applicants are authorized to pay water charges on behalf of the respondent and the respondent shall pay compensation to the applicants in the amount of nine hundred eighteen dollars and fifty eight cents (\$918.58).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of March,
2005.

Hal Logsdon
Rental Officer

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ANDREW GAMBLE AND JIVKO JIVKOV

Applicants/Landlords

-and-

DENE CHO MORIN

Respondent/Tenants

REASONS FOR DECISION

Date of the Hearing: **March 21, 2005**

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

Appearances at Hearing: **Sam Gamble, representing the applicants**

Date of Decision: **March 29, 2005**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 8, 2005 but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on March 2, 2005 when the respondent vacated the premises.

The applicant alleged that the respondent had failed to pay the full amount of rent and had failed to pay for water which was his obligation pursuant to the tenancy agreement. The applicant also alleged that the premises required repairs due to the negligence of the respondent and sought an order requiring the respondent to pay compensation for repair costs. The allegations concerning damages and repair costs were not included in the application and the evidence regarding those allegations have not been provided to the respondent.

The applicant testified that the rent due for the premises between November 1, 2004 and February 28, 2005 was \$5000 and the respondent paid only \$800, bringing the balance of rent owing to \$4200. The applicant provided a statement of the water account with the City of Yellowknife which indicated a balance owing in the amount of \$918.58 and testified that the amount would be applied to the property taxes of the premises.

I find the respondent in breach of his obligation to pay rent and to pay for water costs during the

term of the tenancy. I find the rent arrears to be \$4200 and the water arrears to be \$918.58. An order shall issue requiring the respondent to pay rent arrears of \$4200 and authorizing the applicant to pay the water charges on behalf of the respondent and ordering the respondent to pay the applicant compensation in the amount of \$918.58.

The request for compensation for repairs is denied as the claim was not included in the application or served on the respondent prior to the hearing. The applicants may file a future application seeking remedy provided the application is made within the six month limitation contained in the Act.

Hal Logsdon
Rental Officer