

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **KEVIN WITCHER**, 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:

THE EXECUTIVE LTD.

Applicant/Landlord

- and -

KEVIN WITCHER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of September, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **THE EXECUTIVE LTD.**, Applicant, and **KEVIN WITCHER**, 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.

BETWEEN:

THE EXECUTIVE LTD.

Applicant/Landlord

-and-

KEVIN WITCHER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 31, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leilani de Guzman, representing the applicant

Date of Decision: September 8, 2006

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance on August 17, 2006 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondent to pay the alleged rent arrears. The applicant stated that the tenancy agreement had been terminated on August 15, 2006 when the respondent vacated the premises. The applicant testified that the balance of rent owing was \$605 and provided a copy of a rent ledger which indicated that amount as owing.

The applicant also stated that the respondent owed \$143.51 for electricity charges. The respondent was responsible to reimburse the landlord for cable and electricity. An invoice was provided in evidence. A separate spreadsheet showing the utility charges and payments was also provided in evidence. It contains the \$143.51 charge which does not appear on the rent ledger.

The ledger contains numerous arithmetic errors. Reconstructing the balance from the debits and credits contained in the ledger, I find the balance to be a credit balance of \$655, determined as follows:

Total charges for rent as per ledger	\$8763.00
Total charges for utilities as per ledger	1030.49
Total rent paid as per ledger	<u>(10,448.49)</u>
Credit balance	(655.00)

Taking into consideration the utility charge of \$143.51 which was not entered in the ledger, the balance remains a credit in the respondents favour in the amount of \$511.49.

I find no rent arrears. Accordingly, the application is dismissed.

Hal Logsdon
Rental Officer