

IN THE MATTER between **YKD PROPERTY MANAGEMENT**, Applicant, and **WES POTTINGER**, 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:

YKD PROPERTY MANAGEMENT

Applicant/Landlord

- and -

WES POTTINGER

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 six thousand nine hundred twenty dollars and sixty three cents (\$6920.63).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of September, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YKD PROPERTY MANAGEMENT**, Applicant, and **WES POTTINGER**, 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:

YKD PROPERTY MANAGEMENT

Applicant/Landlord

-and-

WES POTTINGER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 4, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jennifer Eggenberger, representing the applicant

Date of Decision: September 4, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The tenancy agreement between the parties was terminated on September 30, 2006. The applicant retained the security deposit and accrued interest, applying it against cleaning costs and rent arrears. The applicant sought an order requiring the respondent to pay rent arrears in excess of the retained security deposit.

The applicant provided a statement which indicated a balance owing in the amount of \$6920.63 after the application of the security deposit.

Section 68(1) sets out a time limit for making applications and section 68(3) permits a rental officer to extend that time limit.

- 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.**
- 68. (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.**

In my opinion, it is reasonable to extend the time limit imposed by section 68. After the tenancy agreement was terminated, the landlord offered to hire the respondent on a casual basis in order

for him to pay the outstanding rent arrears. The respondent took that opportunity on one occasion and provided a payment to the landlord. In my opinion, the applicant had a reasonable expectation that the rent arrears would be paid without resorting to an application to a rental officer. Therefore the time limit is extended.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$6920.63. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$6920.63.

Hal Logsdon
Rental Officer