

IN THE MATTER between **JOHN ROBERT (ROBBIE) PASCAL**, Applicant, and **MELISSA BRANT**, 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:

**JOHN ROBERT (ROBBIE) PASCAL**

Applicant/Landlord

- and -

**MELISSA BRANT**

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 five thousand two hundred seventy four dollars and nineteen cents (\$5274.19).
2. Pursuant to section 67(4) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for use and occupation of the rental premises in the amount of one thousand nine hundred seventy four dollars and twenty cents (\$1974.20).
3. When enforcing this order, the applicant may collect no more than \$7248.39 from the respondent, less any amount of the security deposit applied to the satisfaction of this

order, less any amount collected from Mike Sadler pursuant to file #10-9855, filed on November 28, 2007.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of February, 2008.

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Hal Logsdon  
Rental Officer

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R-5 (the "Act");

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BETWEEN:

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Applicant/Landlord

-and-

**MELISSA BRANT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 7, 2008

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

**Appearances at Hearing:** Coral Rix, representing the applicant

**Date of Decision:** February 14, 2008

**REASONS FOR DECISION**

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

The applicant entered into a tenancy agreement with joint tenants Mike Sadler and Melissa Brant commencing on September 1, 2007. On November 7, 2007, the applicant filed an application to a rental officer against Mike Sadler only, seeking an order for payment of rent arrears and termination of the tenancy agreement. An order (file #10-9855, filed on November 28, 2007) required Mr. Sadler to pay rent arrears of \$5000 and terminated the tenancy agreement on December 5, 2007 unless the rent arrears and the December, 2007 rent of \$1700 were paid in full.

The applicant's representative stated that no rent had been received and the premises were vacated on January 10, 2008. As Mr. Sadler and Ms Brant were jointly and severally liable for the rent, the applicant now wishes to have an order against Ms Brant.

Since the tenancy agreement was terminated by order on December 5, 2007 the rent arrears are the rents that were due to that date or \$5274.19, calculated as follows:

Rent to November 30, 2007 as determined previously	\$5000.00
Rent, December 1-5, 2009	<u>274.19</u>
Total rent arrears	\$5274.19

Because the respondent remained in the premises until January 10, 2008, the applicant is entitled to compensation for the use and occupation of the rental premises after the tenancy agreement was terminated. I find this compensation to be \$1974.20, calculated as follows:

Compensation , December 6-31, 2007	\$1425.81
Compensation, January 1-10, 2008	<u>548.39</u>
Total compensation	\$1974.20

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5274.19 and compensation for use and occupation of the rental premises in the amount of \$1974.20.

The applicant's representative stated that the landlord had retained the security deposit of \$1000. There was no evidence that the applicant has completed a statement of the security deposit in accordance with section 18 of the *Residential Tenancies Act*. The applicant's representative stated that there were repairs and cleaning to be done to the premises. The applicant shall prepare a statement of the security deposit forthwith, applying the deposit and accrued interest first to repairs of the premises. Any balance shall be applied to the satisfaction of this order.

When enforcing this order, the applicant may collect no more than \$7248.39 from the

respondent, less any amount of the security deposit applied to the satisfaction of this order, less any amount collected from Mike Sadler pursuant to file #10-9855, filed on November 28, 2007.

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Hal Logsdon  
Rental Officer