

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and
JOSIE LAMOUELLE AND NORMAN MACKENZIE, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act")and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **BEHCHOKO, NT.**

BETWEEN:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

- and -

JOSIE LAMOUELLE AND NORMAN MACKENZIE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of May,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **BEHCHOKO KO GHA K'AODEE**, Applicant, and **JOSIE LAMOUELLE AND NORMAN MACKENZIE**, Respondents.

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:

BEHCHOKO KO GHA K'AODEE

Applicant/Landlord

-and-

JOSIE LAMOUELLE AND NORMAN MACKENZIE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 7, 2011

Place of the Hearing: Behchoko, NT

Appearances at Hearing: Rose Dryneck, representing the applicant
Josie Lamouelle, respondent
Norman Mackenzie, respondent
Mary Rose Blackduck, interpreter

Date of Decision: May 3, 2011

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and failing to pay repair costs. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided copies of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$18,832 and repair costs in the amount of \$319.53. The full unsubsidized rent of \$1654 has been applied in April, 2011. The applicant stated that no income information was provided by the respondents in order to calculate a subsidized rent for that month.

The tenancy agreement between the parties commenced on April 1, 2007 and has been renewed on several occasions. Prior to April 1, 2007 the premises were rented to Josie Lamouelle as sole tenant. Prior to that tenancy agreement there were several tenancy agreements between the applicant and the respondents as joint tenants. The accounting treats all of these tenancy agreements as one carrying over the closing balance of one tenancy agreement to the opening balance of the next.

Section 68(1) of the *Residential Tenancies Act* sets a time limitation on applications.

- 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.**

The tenant ledger indicates a balance of rent owing on March 31, 2007 in the amount of \$20,169.58. All of these arrears accrued during tenancy agreements which terminated more than six months ago. Although a rental officer may extend the time limit imposed by section 68(1), I find no reason to do so. Nothing prevented the making of an application within the prescribed time period and the former tenancy agreements expired or were superceded more than four years ago. Therefore I shall only consider rent which has accrued and payments made since the commencement of this tenancy agreement or April 1, 2007.

An examination of the ledger indicates that rent payments since April 1, 2007 exceed the rent and repair costs which have accrued since that date. Therefore I find no rent arrears and shall dismiss the application.

Hal Logsdon
Rental Officer