

IN THE MATTER between **Hay River Mobile Home Park Ltd.**, Applicant, and **Dane Cooper and Jesse-Lee Cooper**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the Town of Hay River in the Northwest Territories**.

BETWEEN:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

- and -

**DANE COOPER AND JESSE-LEE COOPER**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the Respondents shall pay to the Applicant rental arrears in the amount of \$10,500.00 (ten-thousand five hundred dollars).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of September 2013.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Hay River Mobile Home Park Ltd.**, Applicant, and **Dane Cooper and Jesse-Lee Cooper**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

**HAY RIVER MOBILE HOME PARK LTD.**

Applicant/Landlord

-and-

**DANE COOPER AND JESSE-LEE COOPER**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 6, 2013

**Place of the Hearing:** Yellowknife, Northwest Territories, via Teleconference

**Appearances at Hearing:** Michelle Schaub, representing the Applicant  
Dane Cooper, Respondent

**Date of Decision:** September 6, 2013

## **REASONS FOR DECISION**

### **Application**

This Application to a Rental Officer made by Hay River Mobile Home Park Ltd. as the Applicant/Landlord against Dane Cooper and Jesse-Lee Cooper as the Respondents/Tenants regarding the rental premises known as 15 McBryan Drive in Hay River, Northwest Territories, was received and filed by the Rental Office on July 26, 2013. The Applicant served a copy of the application package on the Respondents by registered mail, which the Respondents signed for on August 13, 2013.

In the application package the Applicant sought payment of rental arrears and termination of the tenancy.

In support of their application, the Applicant included the following evidence with the application package:

Exhibit 1: Tenancy Agreement signed October 15, 2012

Exhibit 2: Statement of Account for December 31, 2012, to July 1, 2013

On September 3, 2013, the Applicant submitted the following evidence by e-mail:

Exhibit 3: Statement of Account for November 1, 2012, to August 1, 2013

### **Hearing**

A hearing was scheduled for September 6, 2013, for which notices of attendance were served on the parties by registered mail. This hearing was scheduled to require in-person attendance by the parties at 10:00 a.m. The Respondent Dane Cooper contacted me to advise that he and Ms. Cooper no longer reside in Hay River and would not be able to attend the hearing in person. I agreed to adjourn the hearing to 11:30 a.m., September 6, 2013, to be conducted by three-way conference. Both parties were notified of the change and informed of the call-in number to participate in the three-way conference. Both parties appeared as scheduled.

### Submissions

At hearing, the Applicant confirmed that the Respondents had vacated the rental premises on or about August 15, 2013. She further confirmed, however, that the rent had not been paid for any of the months of January through August 2013 totalling \$11,250. She admitted that the statement of account to August 1, 2013, failed to reflect the pro-rated rent for the month of August of \$750, however, the total amount being claimed of \$11,250 for the rental arrears does reflect the pro-rated amount.

The Applicant further submitted that the Respondents had only paid \$750 of their \$1,500 security deposit.

Mr. Cooper did not dispute the amount owing, acknowledging the debt. He admitted that although they would like to arrange a payment plan to pay off the rental arrears he had only just started a new job and was not in a position to identify an amount per month that they could afford to commit to.

At hearing, in discussions to determine the total amount owing, the outstanding security deposit portion of \$600 was inadvertently added to the rental arrears owing and then the \$750 security deposit portion that was paid was deducted from that total to come to rental arrears in the amount of \$11,100. This error was identified immediately post-hearing and both parties were contacted by telephone and notified of the miscalculation. The rental arrears owing for January to August are \$11,250, less the \$750 paid security deposit resulting in a total amount of \$10,500 owing for rental arrears.

### Determination

The tenancy agreement submitted as evidence was signed October 15, 2012, for the tenancy to commence November 1, 2012. Rent was set in the tenancy agreement at \$1,500 due the first of the month and the security deposit was defined as \$1,500. The tenancy is not in dispute and I accept that this tenancy agreement is valid.

The statement of account is the landlord's accounting of the security deposit and monthly rent due, and payments made by the tenants, between November 1, 2012, and August 1, 2013. The Respondents did not dispute the rental arrears owing and I accept that this statement of account accurately reflects payments made by the tenant to date.

As the Respondents have already vacated the rental premises I no longer need to consider the request for termination of the tenancy for non-payment of rent.

I find the Respondents in rental arrears in the amount of \$10,500.

Order

An order will issue requiring the Respondents to pay to the Applicant rental arrears in the amount of \$10,500.

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Adelle Guigon  
Deputy Rental Officer