

IN THE MATTER between **ANDRE OUELLET**, Applicant, and **BARB MEMOGANA AND MATTHEW KUPTANA**, 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 **INUVIK, NT.**

BETWEEN:

ANDRE OUELLET

Applicant/Landlord

- and -

BARB MEMOGANA AND MATTHEW KUPTANA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of six thousand one hundred fifty dollars (\$6150.00).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of October, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **ANDRE OUELLET**, Applicant, and **BARB MEMOGANA AND MATTHEW KUPTANA**, 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:

ANDRE OUELLET

Applicant/Landlord

-and-

BARB MEMOGANA AND MATTHEW KUPTANA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 28, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Andre Ouellet, applicant
Frank Ettagiak, representing the applicant

Date of Decision: October 15, 2013

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicant alleged that the respondents owed rent in the amount of \$9550. The applicant provided a copy of the tenancy agreement in evidence which indicated that the tenancy commenced on May 1, 2011 and that the monthly rent was \$1750. There was no evidence that the rent had been increased since the commencement of the tenancy agreement. The applicant also provided 25 receipts for rent and a notice demanding rent of \$7800 dated July 2, 2013. The applicant's representative stated that he did not keep a ledger but could construct one if given the opportunity. He stated that if all of the rent due and all of the receipted payments were considered, the balance would be \$9550. Since the respondents failed to appear at the hearing, I invited the applicant to submit an accounting of the rent and rent payments for consideration. On September 24, 2013, the applicant's representative advised me that he did not intend to submit any additional accounting of the rent. He also advised me that the respondents had vacated the premises and the landlord was in possession.

The total value of rent that came due between May, 2011 and August, 2013 was \$49,000 (28 months x \$1750/month). The total receipted rent is \$31,600. There are clearly receipts missing as the earliest one submitted is dated November 10, 2011 and shows a balance after the payment was made of \$1400. Many of the balances shown after November, 2011 are obviously incorrect as they indicate amounts due when the balance should be a credit. Given the obvious inaccuracies and missing receipts, I consider the balance of \$1400 on the November, 2011 receipt to be unreliable and shall consider the balance owing as at November 30, 2011 to be \$0. Therefore, I find rent owing of \$6150 calculated as follows:

Rent due (Dec/11 - Aug/13)	\$36,750
Receipted rent paid (Dec/11 - Aug/13)	<u>30,600</u>
Total	\$6,150

An order shall issue requiring the respondents to pay the applicant rent arrears of \$6150. There is no requirement for a termination order or an eviction order.

Hal Logsdon
Rental Officer