

IN THE MATTER between **S.W.**, Applicant, and **S.Q.**, 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:

S.W.

Applicant/Landlord

-and-

S.Q.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 20, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: B.B., representing the applicant
S.Q., respondent

Date of Decision: November 20, 2018

REASONS FOR DECISION

The applicant's name is incorrectly spelled on both the application and the written tenancy agreement. At the hearing, the parties agreed to amend the tenancy agreement and this order shall reflect the correct spelling of the respondent's name.

The parties entered into a written one-year term tenancy agreement on July 19, 2016 which has been renewed on a monthly basis.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the lawful rent and sought an order requiring the respondent to pay the alleged rent arrears and to pay future rent on time.

The applicant testified that there was \$630 owing for the October, 2018 rent and \$1900 owing for the November 2018 rent. The respondent disputed the amount of rent alleged owing.

The applicant did not provide any statement of the rent account or other evidence indicating the quantum of rent owed or how the alleged rent arrears had accrued.

From the evidence, I am unable to determine the quantum of rent owing, if any. The onus lies with the applicant to provide evidence to support their allegation. They have failed to provide sufficient evidence and accordingly, the application shall be dismissed.

Hal Logsdon
Rental Officer