

IN THE MATTER between **M.P.**, Applicant, and **J.B.**, 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 a rental
premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

M.P.

Applicant/Landlord

-and-

J.B.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 13, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: J.B., representing the Applicant

Date of Decision: June 13, 2023

REASONS FOR DECISION

This application was filed on March 21, 2023 with two others in the same style of cause, each for a separate rental premise. The matter was set for hearing on March 23, 2023. Although there are three rental premises involved and three separate tenancy agreements, the Applicant had maintained only one ledger, recording monthly rents, payments and late payment penalties. The matter was adjourned and the Applicant directed to provide separate ledgers for each of the rental premises. All three matters were rescheduled for hearing on June 13, 2023.

The Respondent was sent a Notice of Attendance by email on April 25, 2023. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the notice served on April, 28, 2023. The matter was heard in the absence of the Respondent.

The term tenancy agreement between the parties commenced on September 1, 2017 and has been renewed annually. The original tenancy agreement named J.B. as sole tenant. Some of the renewals name "N.A. c/o J.B." as tenant, although all renewals refer to the original tenancy agreement. In my opinion, J.B. is the sole tenant of this tenancy agreement.

The tenancy agreement was terminated on February 2, 2023. The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order to pay the alleged rent arrears.

The Applicant provided a ledger in evidence which indicated a balance of rent owing as at February 2, 2023 in the amount of \$7,967.58. The Applicant charged a prorated rent for the month of February 2023. I find rent arrears of \$7,967.58

The Applicant held a security deposit of \$1,810 and has calculated interest of \$3.45.

Applying the security deposit (\$1,810) and accrued interest (\$3.45) to the rent arrears (\$7,967.58), I find a balance owing the Applicant of \$6,154.13. I note that the balance shown on the Applicant's ledger is \$6,145.13, an apparent transposition error. An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$6,154.13.

Hal Logsdon
Rental Officer