

IN THE MATTER between **WADE FRIESEN**, Applicant, and **SUSAN CATLING**,  
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 the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**WADE FRIESEN**

Applicant/Landlord

- and -

**SUSAN CATLING**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand dollars (\$3000.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair and cleaning costs in the amount of two hundred four dollars and twenty two cents (\$204.22).
3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs of electricity, water and fuel paid on behalf of the respondent in the

amount of one thousand five hundred ninety three dollars and thirty seven cents  
(\$1593.37).

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of February,  
2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**WADE FRIESEN**

Applicant/Landlord

-and-

**SUSAN CATLING**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 28, 2009

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Wade Friesen

**Date of Decision:** February 4, 2009

### **REASONS FOR DECISION**

Because the respondent was a former tenant no longer living in Yellowknife, the rental officer contacted her by phone to arrange a hearing by teleconference. The respondent indicated she would prefer that her husband represent her at a hearing in Yellowknife. She was advised that she would receive a notice by registered mail. The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. Neither the respondent or her representative appeared at the hearing and the hearing was held in her absence.

This tenancy agreement was terminated on May 31, 2008. The application was filed on December 12, 2008, more than six months after the end of the tenancy agreement. Section 68 of the *Residential Tenancies Act* sets out a time limitation for filing applications but permits a rental officer to extend the limitation if it is not unfair to do so.

- 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.**
- (2) A landlord or a tenant making an application to a rental officer for an order or a decision under this Act must file the application with the rental officer and serve a copy of the application on the other party within at least 14 days after the filing of the application.**
- (3) A rental officer may extend the time for the making of an application to the rental officer, whether or not the time for making the application to a rental officer has expired, where the rental officer is of the opinion that it would not be unfair to do so.**

The applicant stated that he had remained in contact with the respondent and had received her assurance in November, 2008 that she would pay the debt in monthly installments of \$300 every

two weeks and provide a promissory note for the full amount. An e-mail from the respondent setting out the terms of the repayment plan was provided in evidence. In my opinion, the applicant had reason to believe that the matter would be resolved without legal action and I do not feel it is unfair to extend the time limitation.

The applicant retained the security deposit (\$1000) and accrued interest (\$30.78) applying it against the repair of a broken front window (\$180), the replacement of two broken doors (\$240), patching holes in walls (\$215), cleaning (\$600) and rent arrears (\$3000 representing rent for March, April and May, 2008). The applicant also alleged that the respondent had failed to pay for the full costs of electricity, water or fuel during the term of the tenancy agreement and sought relief for the cost of fuel (\$300) electricity (\$811.11) and water (\$482.26) resulting in a balance owing of \$4797.59.

The applicant testified that the fuel tank had \$300 worth of fuel in it at the commencement of the tenancy and was empty at the termination of the tenancy. The written tenancy agreement between the parties obligates the tenant to pay for fuel, electricity and water during the term of the agreement. Statements for electricity and water were provided in evidence indicating outstanding balances on those accounts.

The applicant testified that the repairs were made necessary due to the negligence of the tenant or persons she permitted in the premises. The applicant claimed repair costs of \$180 to repair a broken window, \$240 to replace two damaged interior doors and \$215 to patch holes in the walls.

The applicant testified that the premises were not clean at the end of the tenancy and that it cost \$600 to restore the premises to a ordinary state of cleanliness.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages to the premises and find the repair and cleaning costs reasonable. Applying the retained security deposit first to the repair and cleaning costs, I find repair and cleaning costs owing to the applicant of \$204.22 and rent arrears of \$3000, calculated as follows:

Security deposit	\$1000.00
Interest	30.78
Window repair	(180.00)
Door replacement	(240.00)
Wall repair	(215.00)
Cleaning	<u>(600.00)</u>
Repair and cleaning costs due to applicant	\$204.22

Rent arrears (March, April, May, 2008)	\$3000.00
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I also find the respondent in breach of her obligation to pay for the full cost of fuel, electricity and water during the term of the agreement. I find these costs to be \$1593.37 calculated as follows:

Electricity costs	\$811.11
Fuel costs	300.00
Water costs	<u>482.26</u>
Utilities due to applicant	\$1593.37

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3000, repair and cleaning costs of \$204.22 and utility costs of \$1593.37.

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Hal Logsdon  
Rental Officer