

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **CAMILIA ZOE-CHOCOLATE**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

- and -

CAMILIA ZOE-CHOCOLATE

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 one thousand four hundred dollars (\$1400.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of May, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **JODPHUR HOLDINGS LTD.**, Applicant, and **CAMILIA ZOE-CHOCOLATE**, 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:

JODPHUR HOLDINGS LTD.

Applicant/Landlord

-and-

CAMILIA ZOE-CHOCOLATE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 11, 2009 continued March 25, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Peter Herridge, representing the applicant (by telephone)
Shiela Embodo, representing the applicant (March 25)
Camilia Zoe-Chocolate, respondent

Date of Decision: May 5, 2009

REASONS FOR DECISION

The respondent's first name is incorrectly spelled on the application. The order shall reflect the correct spelling of the respondent's name.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears. At the hearing on March 11, 2009 the respondent provided a number of bank draft receipts in evidence. The parties agreed to an adjournment to March 25, 2009 to permit them with an opportunity to review the receipts and the landlords rent records.

When the hearing resumed on March 25, 2009 the applicant stated that the only outstanding balance was the rent for November, 2008 in the amount of \$1400. The applicant sought only an order requiring that amount to be paid.

The respondent stated that the November, 2008 rent had been paid in two payments. She stated that she had made one payment of \$700 herself and that another payment had been made by a third party via direct deposit to the landlord's account. The respondent was unable to produce any receipts or other evidence confirming the payments had been made. The applicant provided a bank statement in evidence and noted that there were no deposits of \$700 indicated on the statement.

The respondent asked that the matter be adjourned again to enable her more time to locate evidence. The applicant did not object to the adjournment. The matter was adjourned sine die.

The rental officer contacted the respondent on May 4, 2009 who indicated that her search for further evidence had been fruitless. She suggested that she be ordered to pay half of the balance. From the evidence, the November, 2008 rent was not paid. I see no reason to hold the respondent accountable for only half of the balance. I see no reason to reconvene the hearing as there is no new evidence to be spoken to.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1400. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1400 and to pay future rent on time.

Hal Logsdon
Rental Officer