

IN THE MATTER between **KASHO GOTINE CHARTER COMMUNITY**,
Applicant, and **MARGO LEVASSEUR**, 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 **FORT GOOD HOPE, NT**.

BETWEEN:

KASHO GOTINE CHARTER COMMUNITY

Applicant/Landlord

- and -

MARGO LEVASSEUR

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **KASHO GOTINE CHARTER COMMUNITY**,
Applicant, and **MARGO LEVASSEUR**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

KASHO GOTINE CHARTER COMMUNITY

Applicant/Landlord

-and-

MARGO LEVASSEUR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 1, 2009

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Greg Laboucan, representing the applicant
Fred Rabisca, representing the applicant
Dan McManaman, representing the applicant
Shauna Gully, representing the applicant
Margo Levasseur, respondent

Date of Decision: May 1, 2009

REASONS FOR DECISION

The tenancy agreement between the parties was terminated on February 28, 2008 when the respondent gave up possession of the premises. The applicant alleged that the respondent had failed to pay the full amount of the rent owing and sought an order requiring the respondent to pay the alleged rent arrears.

The applicant produced no statement of account for the tenancy but instead provided copies of the community general ledger with the transactions between the landlord and the tenant noted. The documentation consisted of 18 pages of general ledger with approximately 900 entries, only 77 of which related to the tenancy. The respondent stated that she disputed the alleged balance owing of \$10,500 but had difficulty examining the evidence. The tenancy agreement commenced in April 2005.

The application was received at the Rental Office on October 14, 2008 and filed on October 15, 2008. The applicant did not serve the filed application on the respondent and on December 2, 2008 a notice was sent to the applicant advising them that the file would be closed if confirmation of service was not received by December 19, 2008. A confirmation of service was received at the rental office indicating that the application was sent to the respondent by registered mail on December 15, 2008 but no confirmation from Canada Post was available. The rental officer sent a copy of the filed application to the respondent on March 5, 2009.

Section 68 of the *Residential Tenancies Act* sets out a time limit on filing and service of applications.

- 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 sought leave to extend the time period, stating that they were not aware of the provisions and that the respondent was difficult to contact. The applicant also stated that they had contacted the respondent who had promised to pay the outstanding rent.

It has been the practice of the rental officer to only extend the time limitation on the filing of applications when there is a valid reason why the application could not have been made in a timely manner or when the applicant had reasonable grounds to believe that the matter would be resolved without recourse to legal action. I note that the application is dated August 21, 2008 but was obviously not mailed until October. I also note that although the applicant claims that the respondent had made a commitment to pay, no payments were being received. In my opinion, there is no valid reason to extend the time limit. The fact that the applicant also failed to serve

the application in a timely manner served to further delay the process. For these reasons, the application is dismissed.

Hal Logsdon
Rental Officer