

IN THE MATTER between **DENNIS NELNER AND DAVID FIEBELKORN**,
Applicants, and **VICTORIA GARGAN**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **FORT SIMPSON, NT**.

BETWEEN:

DENNIS NELNER AND DAVID FIEBELKORN

Applicants/Landlords

- and -

VICTORIA GARGAN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicants rent arrears in the amount of five thousand dollars (\$5000.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 9910 - 103 Avenue, Fort Simpson, NT shall be terminated on November 29, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of
November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **DENNIS NELNER AND DAVID FIEBELKORN**,
Applicants, and **VICTORIA GARGAN**, 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:

DENNIS NELNER AND DAVID FIEBELKORN

Applicants/Landlords

-and-

VICTORIA GARGAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 14, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Dennis Nelner, applicant
David Fiebelkorn, applicant

Date of Decision: November 18, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery but the respondent had received a notice from Canada Post on October 26, 2012 that the item was available for pick-up. In my opinion it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicants alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicants sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicants provided a bank account statement and a handwritten statement in evidence. When asked what the quantum of arrears owing was the applicants gave four different figures ranging from \$5500 to \$7000. They stated that they didn't keep a ledger or similar records but were confident that the respondent was in serious arrears as no rent had been received since June 18, 2012. The applicants felt that this evidence was sufficient to terminate the tenancy agreement and evict the respondent and stated that they would be satisfied with relief of \$5000 since that represented the rent from July 1, 2012 to present. The applicants testified that all rent payments had been made by email transfer to their account, that no payments had been made by any other method and that no payments had been made since June 18, 2012. The tenancy agreement

provided in evidence indicated that the monthly rent for the premises is \$1000.

I find the accounting by the applicants (or lack of it) before June 18, 2012 to be unreliable. I am satisfied that since that date, no payments have been made bringing the balance of rent owing to \$5000 (\$1000/month x 5 months). In my opinion there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicants rent arrears in the amount of \$5000 and terminating the tenancy agreement on November 29, 2012. An eviction order shall be issued separately.

Hal Logsdon
Rental Officer