

IN THE MATTER between **Digaa Enterprises Ltd.**, Applicant, and **Trisha Landry**,
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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the Hamlet of Fort Providence in the Northwest
Territories.**

BETWEEN:

DIGAA ENTERPRISES LTD.

Applicant/Landlord

- and -

TRISHA LANDRY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the Respondent shall pay to the Applicant rental arrears in the amount of \$2,399.23 (two thousand three hundred ninety-nine dollars twenty-three cents) in installments of at least \$366 (three hundred sixty-six dollars) every two weeks commencing August 16, 2013. Should the Respondent fail to make any two scheduled payments the total remaining rental arrears owing shall become immediately due and payable.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of August
2013.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Digaa Enterprises Ltd.**, Applicant, and **Trisha Landry**,
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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

DIGAA ENTERPRISES LTD.

Applicant/Landlord

-and-

TRISHA LANDRY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 2, 2013

Place of the Hearing: Fort Providence, Northwest Territories, via Teleconference

Appearances at Hearing: Bob Head, representing the Applicant
Trisha Landry, the Respondent

Date of Decision: August 2, 2013

REASONS FOR DECISION

Application

This Application to a Rental Officer was submitted by Digaa Enterprises Ltd. against Trisha Landry and Henry Landry regarding the rental premises known as Unit 47 (Tina Unit), Lot 102, in Fort Providence, Northwest Territories. The application package was received and filed by the Rental Office on June 6, 2013, and the Applicant personally served a copy on the Respondent on June 13, 2013.

The Applicant is seeking payment of rental arrears pursuant to section 41(4)(a) of the *Residential Tenancies Act* (the Act). Evidence submitted with the application package includes:

- Exhibit 1: Invoice 25999 from the Applicant to the Respondent for September 2012 Rent
- Exhibit 2: Invoice 25973 from the Applicant to the Respondent for August 2012 Rent
- Exhibit 3: Invoice 25951 from the Applicant to the Respondent for July 2012 Rent
- Exhibit 4: Invoice 25930 from the Applicant to the Respondent for June 2012 Rent
- Exhibit 5: Correspondence dated June 1, 2013, from the Applicant to the Rental Office
- Exhibit 6: Correspondence dated April 25, 2013, from the Applicant to the Respondent
- Exhibit 7: Statement of Account dated April 25, 2013
- Exhibit 8: Correspondence dated April 2, 2012, from the Applicant to the Respondent
- Exhibit 9: Correspondence dated March 1, 2013, from Applicant to Respondent
- Exhibit 10: Statement of Account dated March 1, 2013
- Exhibit 11: Residential Tenancy Agreement dated November 1, 2010

Hearing

A hearing was scheduled for August 2, 2013, for which the Applicant and Respondent were notified by registered mail. The Applicant appeared at hearing on time. The Respondent signed for the notice of hearing on July 17, 2013. Further, I spoke with the Respondent by phone on July 31, 2013, and confirmed the hearing would be proceeding as scheduled. The hearing proceeded in the Respondent's absence, with the Respondent appearing 20 minutes late. The hearing concluded with the participation of the Respondent.

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Submissions

At hearing the Applicant confirmed they were looking for an order for payment of rental arrears. He stated the Respondent had vacated the rental premises September 30, 2012, of her own volition, at which time the rental arrears had accumulated to \$3,200 consisting of the full amount of rent for the months of June through September 2012. The application initially identified an additional \$64 for late payment penalties, however, the Applicant indicated they would not pursue the late payment penalties. Further, the Applicant acknowledged they had neglected to account for the security deposit of \$800 which was received at the commencement of the tenancy and revised the rental arrears requested to \$2,400.

The Applicant further supported their case with evidence of repeated attempts to communicate with the Respondent to make suitable arrangements for the payment of the rental arrears, and submitted that they were agreeable to establishing a payment plan with the Respondent. The Applicant argued that at no time did the Respondent reply to their requests for resolution of this matter.

Clarification was also made regarding the Respondent's name; the tenancy agreement listed only Trisha Bonnetrouge as the tenant, which the Applicant confirmed is Trisha Landry's maiden name. It was further observed that the tenancy agreement only listed Henry Landry as an occupant to the premises, not as a signatory to the tenancy agreement.

The Respondent agreed at hearing that the rental arrears were owing and that she would be able to make bi-weekly payments against them. The Applicant responded positively to this offer and encouraged the Respondent to establish a bi-weekly amount that she could reasonably afford, to which negotiations resulted in an amount of \$366 commencing August 16th.

A restriction on late or missed payments was also discussed between the parties and myself, resulting in an agreed addendum to the order which would reflect the amount owing becoming immediately due and payable should the Respondent fail to make any two scheduled payments.

Determination

The Residential Tenancy Agreement between the Applicant and Trisha Bonnetrouge reflects a tenancy for the rental premises as identified commencing November 1, 2010, confirming the monthly rent at \$800. I accept this tenancy agreement was valid, I accept the tenancy was with Trisha Bonnetrouge alone, I accept that Trisha Bonnetrouge and Trisha Landry are the same person, and I amend the style of cause in this application to Digaa Enterprises Ltd. v. Trisha Landry.

Section 68(1) of the Act requires an Application to a Rental Officer to be made within six months after the situation referred to arose. Section 68(3) permits the Rental Officer to extend the time for the making of an application where the Rental Officer is of the opinion that it would not be unfair to do so. This application was made by the landlord on June 4, 2013 - eight months after the tenant vacated the rental premises. However, within the six month period after the tenant vacated the rental premises, as well as for some time before, the landlord notified and pursued the tenant regarding the rental arrears owing, rental arrears of which the tenant did not dispute. In light of this evidence, I am of the opinion that it is not unfair to extend the time for the making of this application and therefore allow it.

The statements of account are the landlord's accounting of the rent and payments with respect to this tenancy agreement. The tenant did not dispute the amount owing for rent. I accept the statements accurately reflect the rental arrears outstanding. I find the Respondent/Tenant has rental arrears owing in the amount of \$3,200.

The security deposit of \$800 was established by the landlord at hearing as received on November 1, 2010, and further established at hearing that it had neither been returned to the tenant nor applied against the rental arrears owing. At hearing I incorrectly calculated the interest on the security deposit to the date of hearing. In review of the Act as I compose this order and reasons, I find that section 16(2) actually states the interest is to be calculated to the date the tenant vacates the rental premises. Therefore, the interest owing on the security deposit of \$800 is \$0.77, for a total security deposit owed to the tenant of \$800.77.

In applying the security deposit plus interest against the rental arrears, I find that the Respondent/Tenant's arrears are reduced to \$2,399.23.

Order

An order will issue requiring the Respondent/Tenant to pay to the Applicant/Landlord the amount of \$2,399.23 in \$366 installments commencing August 16, 2013, and should the Respondent/Tenant fail to make any two scheduled payments the total remaining rental arrears shall become immediately due and payable.

Adelle Guigon
Deputy Rental Officer