

IN THE MATTER between **ALLISON MINTY**, Applicant, and **JUSTIN PELLETIER**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

ALLISON MINTY

Applicant/Landlord

- and -

JUSTIN PELLETIER

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 hundred ninety eight dollars and sixty three cents (\$398.63).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of April, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **ALLISON MINTY**, Applicant, and **JUSTIN PELLETIER**, 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:

ALLISON MINTY

Applicant/Landlord

-and-

JUSTIN PELLETIER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **March 12, 2014**

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

Appearances at Hearing: **Allison Minty, applicant (by telephone)**

Date of Decision: **March 28, 2014**

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by email. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears of \$1519.97.

A previous order (file #10-13298, filed on July 15, 2013) required the respondent to pay the applicant repair costs of \$1121.02. The applicant stated that the order had not been satisfied.

The tenancy agreement was terminated on January 31, 2014. The applicant stated that there were no repairs necessary but the January rent of \$2700 had not been paid. The applicant stated that she held a security deposit of \$2300 which she had held since November 22, 2012. She arrived at the figure of \$1519.97 by deducting the rent arrears and the unsatisfied balance of the previous order from the security deposit and accrued interest (as calculated by her).

I find the respondent in breach of his obligation to pay the January, 2014 rent. I find the rent arrears to be \$2700. Applying the security deposit and the interest which accrued to January 31 to the rent arrears, I find an amount owing of \$398.63 calculated as follows:

- 3 -

Security deposit	\$2300.00
Interest	1.37
Less January rent	<u>(2700.00)</u>
Amount owing applicant	\$398.63

An order shall issue requiring the respondent to pay the applicant to pay rent arrears of \$398.63.

There is no requirement to consider the unsatisfied amount of the previous order. The applicant has the order for relief of the repair costs which may still be enforced.

Hal Logsdon
Rental Officer