

IN THE MATTER between **4708 NWT LTD.**, Applicant, and **JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS**, Respondents;

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:

4708 NWT LTD.

Applicant/Landlord

- and -

JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand five hundred dollars (\$1500.00).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of May, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **4708 NWT LTD.**, Applicant, and **JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS**, Respondents.

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:

4708 NWT LTD.

Applicant/Landlord

-and-

JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS

Respondent/Tenants

REASONS FOR DECISION

Date of the Hearing: April 2, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jimmy Kong, representing the applicant

Date of Decision: April 2, 2014

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail which were returned unclaimed. However, the rental officer contacted the respondents on April 1, 2014 by telephone and advised them of the registered mail and the time, location and date of the hearing. In my opinion, it is not unreasonable to deem the Notices of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant testified that the respondents abandoned the premises on or about March 18, 2014 without paying the March rent of \$1500. The respondent did not hold any security deposit. A copy of the tenancy agreement was provided in evidence which required the monthly rent of \$1500 to be paid in advance.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1500. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1500.

Hal Logsdon
Rental Officer