

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,  
and **Dorothy Desjarlais and Samantha Desjarlais**, 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, **Adelle Guigon**, Deputy Rental Officer,  
regarding a rental premises located within the **town of Fort Smith in the Northwest  
Territories.**

BETWEEN:

**NORTHWEST TERRITORIES HOUSING CORPORATION**

Applicant/Landlord

- and -

**DOROTHY DESJARLAIS and SAMANTHA DESJARLAIS**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents must pay to the applicant rental arrears in the amount of \$860.48 (eight hundred sixty dollars forty-eight cents).

DATED at the City of Yellowknife in the Northwest Territories this 20th day of October  
2014.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **Northwest Territories Housing Corporation**, Applicant,  
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Applicant/Landlord

-and-

**DOROTHY DESJARLAIS and SAMANTHA DESJARLAIS**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 25, 2014</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories, by teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Jessica Carriere, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>September 25, 2014</b>

### **REASONS FOR DECISION**

An application to a rental officer made by Northwest Territories Housing Corporation as the applicant/landlord against Dorothy Desjarlais and Samantha Desjarlais as the respondents/tenants was filed by the Rental Office June 9, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as 185 Wintergreen Street in Fort Smith, Northwest Territories. The applicant personally served a copy of the filed application on the respondents June 19, 2014.

The applicant alleged in the application the respondents had accumulated rental arrears and sought an order for payment. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for September 25, 2014, by teleconference. Ms. Jessica Carriere appeared representing the applicant. Ms. Dorothy Desjarlais and Ms. Samantha Desjarlais were sent notices of attendance by registered mail signed for September 17, 2014. Neither respondent appeared at hearing, nor did anyone appear to represent them. The hearing proceeded in their absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Ms. Carriere testified the respondents were tenants in market rental housing with the applicant for a fixed term from June 8 to August 7, 2011. The respondents vacated the rental premises in August 2011 without giving notice. The monthly rent was established by the written tenancy agreement at \$1,407. Two payments were received against the respondents' rent account: \$953.50 on July 1, 2011, and \$500 on August 2, 2011. A security deposit of \$500 was paid on July 11, 2011. After some queries from the applicant's finance section in May 2012 regarding whether the respondents' account was active or not, it was confirmed by e-mail that the respondents had in fact vacated the rental premises in August 2011; the rental arrears were confirmed in the amount of \$1,360.50 and the security deposit of \$500.02 was applied against those arrears. On May 16, 2012, the respondents were sent a notice of rental arrears and offered the option to pay them in a lump sum or on a repayment plan. No response was received from the respondents. On December 6, 2012, the respondents were again sent a notice of rental arrears and again were offered the option to pay them in a lump sum or on a repayment plan. No response was received from the respondents. On September 12, 2013, the respondents again were sent a

notice of rental arrears, advising them of the seriousness of their debt, the consequences should they fail to pay their rental arrears, and the method with which they can pay. Again, there was no response from the respondents. In May 2014, the applicant completed the application to a rental officer requesting an order to pay rental arrears.

*Tenancy agreement*

The tenancy agreement entered into evidence by the applicant was made between the parties for the rental premises known as 185 Wintergreen Street in Fort Smith. It was for a fixed-term from June 8 to August 7, 2011, for a market rental unit with rent at \$1,407 per month. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act. I am also satisfied based on the applicant's testimony and supporting e-mail conversations submitted into evidence that the respondents vacated the rental premises in August 2011.

*Extension of time to file an application*

Section 68(1) of the Act specifies an application to a rental officer must be made within six months after the breach of an obligation under the Act or a tenancy agreement arose. Section 68(3) indicates a rental officer may 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.

The respondents vacated the rental premises in August 2011. The applicant gave the respondents three notices between May 2012 and September 2013, offering them opportunities to resolve the rental arrears amicably. Upon failing to receive any response from the respondents, the applicant then completed an application to a rental officer on May 16, 2014. The application was received by the Rental Office June 6, 2014, and filed June 9, 2014. The applicant personally served the filed application on the respondents June 19, 2014, signifying the respondents' awareness of the rental arrears and the applicant's pursuit of an order for payment.

In my opinion the applicant has given the respondents more than ample opportunity to resolve the rental arrears prior to proceeding with legal action. To my mind it is not unfair to extend the time for making this application and I do, therefore, allow it.

*Rental arrears and security deposit*

The reconciliations included in the application package reflect the landlord's accounting of monthly rent, security deposit, and payments received on the respondents' rent account. I am satisfied the reconciliations accurately reflect payments received to date. The applicant has appropriately applied the security deposit of \$500.02 against the accumulated rental arrears upon receiving confirmation the respondents' had in fact vacated the rental premises. I find the respondents have remaining rental arrears in the amount of \$860.48.

An order will issue requiring the respondents to pay rental arrears in the amount of \$860.48.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX

Exhibits

- Exhibit 1: Applicant's 185 Wintergreen Street tenancy agreement correspondence to respondents dated December 6, 2012
- Exhibit 2: Applicant's 185 Wintergreen Street tenancy agreement correspondence to respondents dated September 26, 2013, with attached reconciliation
- Exhibit 3: Applicant's 185 Wintergreen Street tenancy agreement correspondence to respondents dated May 16, 2012
- Exhibit 4: Email conversation between Paulette Doucet, Jennifer Vachon, and Lucille Harrington from August 26, 2011, to May 9, 2012
- Exhibit 5: Damage deposit payment form dated May 9, 2012
- Exhibit 6: Applicant's correspondence to respondents dated June 10, 2011
- Exhibit 7: Tenancy agreement effective June 8, 2011