

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Laurent Lennie**, 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 charter community of Fort Good Hope in the Northwest Territories**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

LAURENT LENNIE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. This application is dismissed.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of January 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **NWT Housing Corporation**, Applicant, and **Laurent Lennie**, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

LAURENT LENNIE

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 4, 2014
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Loretta Wiley, representing the applicant Laurent Lennie, respondent
<u>Date of Decision:</u>	December 4, 2014

REASONS FOR DECISION

An application to a rental officer made by NWT Housing Corporation as the applicant/landlord against Laurent Lennie as the respondent/tenant was filed by the Rental Office September 26, 2014. The application was made regarding a former subsidized public housing residential tenancy agreement for the rental premises known as Lot 241, Plan 3901, in Fort Good Hope, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail deemed served October 14, 2014.

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

A hearing was scheduled for December 4, 2014, by teleconference. Ms. Loretta Wiley appeared representing the applicant. Mr. Laurent Lennie appeared as respondent.

The tenancy in question ended in October 2012. The applicant claimed that at the end of the tenancy the respondent had accumulated rental arrears of \$8,790.20. On January 31, 2014, the security deposit of \$518.10 was credited to the rental arrears, reducing them to \$8,272.10. No correspondence or communication was exchanged between the parties between May 2012 and September 2013. In September 2013 the applicant sent the respondent a notice requesting to negotiate a payment plan to resolve the rental arrears; the notice did not identify either the rental premises to which the rental arrears applied or the amount of the rental arrears. No other notices, correspondences, or communications were subsequently documented. Ms. Wiley attributed the applicant's failure to facilitate a resolution to this matter within a reasonable period of time to staffing limitations.

Section 68(1) of the *Residential Tenancies Act* (the Act) specifies that an application to a rental officer must be made within six months after the breach of an obligation or the situation referred to in the application arose. Section 68(3) of the Act permits a 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. In this case, the tenancy agreement ended two years ago, the landlord did not file an application with a rental officer within six months, and the landlord did not pursue communication with the respondent to resolve the alleged rental arrears for one year. To my mind it would be unfair to extend the time for the making of this application and as such it is dismissed.

A caution was made to the parties that although this application could not proceed before a rental officer it does not mean that the respondent does not have rental arrears. It just means that an enforceable order cannot be considered by the rental officer under the Act.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Lease balance statement dated September 12, 2014
- Exhibit 2: Statement of account as of March 31, 2012
- Exhibit 3: Residential lease agreement
- Exhibit 4: Residential lease agreement
- Exhibit 5: Residential lease agreement
- Exhibit 6: Residential lease agreement
- Exhibit 7: Residential lease agreement
- Exhibit 8: Residential lease agreement
- Exhibit 9: Residential lease agreement
- Exhibit 10: Lease balance statement dated December 3, 2014