

IN THE MATTER between **Digaa Enterprises Ltd.**, Applicant, and **Income Support Program and Fred Christie**, 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 **hamlet of Fort Providence in the Northwest Territories**.

BETWEEN:

DIGAA ENTERPRISES LTD.

Applicant/Landlord

- and -

INCOME SUPPORT PROGRAM and FRED CHRISTIE

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 \$4,080.00 (four thousand eighty dollars).

DATED at the City of Yellowknife in the Northwest Territories this 16th day of June 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Digaa Enterprises Ltd.**, Applicant, and **Income Support Program and Fred Christie**, 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,

BETWEEN:

DIGAA ENTERPRISES LTD.

Applicant/Landlord

-and-

INCOME SUPPORT PROGRAM and FRED CHRISTIE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 21, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Bob Head, representing the applicant Loretta Landry, representing the applicant
<u>Date of Decision:</u>	June 16, 2015

REASONS FOR DECISION

An application to a rental officer made by Digaa Enterprises Ltd. as the applicant/landlord against Income Support Program and Fred Christie as the respondents/tenants was filed by the Rental Office March 5, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 1 Triplex, Lot 21, in Fort Providence, Northwest Territories. The applicant personally served Paschalina Nadli at the Income Support Program with a copy of the filed application March 11, 2015.

The applicant alleged the respondents had failed to pay the full amount of rent, accumulating rental arrears. An order was sought for payment of the rental arrears. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for May 7, 2015, in Fort Providence, Northwest Territories. Mr. Bob Head and Ms. Loretta Landry appeared representing the applicant. Mr. Fred Christie appeared as respondent. It was learned at hearing that while the notice of attendance for the respondents was sent to the address provided on file in care of Paschalina Nadli at Income Support Program, that notice was re-routed at the Fort Providence post office to Mr. Christie. It was also learned at hearing that Mr. Christie had never received a copy of the filed application package. As such, Mr. Christie did not receive the application package and Income Support Program did not receive notice of this hearing. The hearing was adjourned to May 21, 2015, at 10:30 a.m. by teleconference. A confirmation of this adjournment was sent by email to the applicant and Ms. Nadli for Income Support Program. Mr. Christie, not having an email address, was sent a new notice of attendance by registered mail signed for May 13, 2015. On May 21, 2015, Mr. Head and Ms. Landry appeared representing the applicant; neither Mr. Christie nor anyone representing Income Support Program appeared. The hearing proceeded in the respondents' absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

The applicant provided testimony and evidence establishing a written residential tenancy agreement between the parties for the rental premises known as 1 Triplex, Lot 21, in Fort Providence, Northwest Territories. The agreement was signed on July 1, 2013, by Mr. Head for the landlord, Mr. Christie for himself as tenant, and Ms. Cindy Rae Bonnetrouge for Income

Support Program as tenant. Section 3 of the tenancy agreement indicates the tenancy began June 9, 2013, however, Schedule A to the tenancy agreement suggests the tenancy began July 9, 2013. The latter date is supported by the applicant's invoice number 26415 referring to outstanding amounts of \$60 each for the damage deposit and rents for July 2013 to February 2014. An additional spreadsheet breaking down outstanding amounts refers to \$540 outstanding for "Security Deposit and Rent Diff.", which when divided by nine corresponds to the above mentioned \$60 each for the damage deposit and rents for July 2013 to February 2014. This leads me to determine that the tenancy commenced, and Mr. Christie began occupying the rental premises, on July 9, 2013. Ms. Landry testified that she personally observed that Mr. Christie had vacated the premises on November 24, 2014.

The applicant mentioned that they received verbal notification from Income Support Program that they wished to "opt out" of the tenancy agreement as of March 31, 2014. However, no agreement to assign the tenancy agreement was entered into; as such, Income Support Program remains jointly liable with Mr. Christie to the end of the tenancy.

The monthly rent was set at \$960, of which Income Support Program paid \$900 per month for July to December 2013 and \$720 for January 2014. Mr. Christie paid the rent in full for the months of April to September 2014 and \$360 for October 2014. No rent was paid for February, March, and November 2014. The security deposit was not discussed at hearing and therefore will not be considered at this time, other than to note that any amount of security deposit not paid during the tenancy does not constitute rental arrears. The total rental arrears have accumulated to \$4,080.

The applicant submitted two invoices regarding costs associated with moving and repairing a vehicle and removing personal property from the rental premises, however, neither of these matters were mentioned in the application to a rental officer, nor were they discussed at hearing. They will not be considered in this decision. The applicant has leave to submit a new application to a rental officer regarding these matters should they wish to do so, remaining cognizant of the time limitations for making an application.

I find the respondents jointly have accumulated rental arrears in the amount of \$4,080. An order will issue for Income Support Program and Fred Christie to pay the rental arrears.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement dated July 1, 2013

Exhibit 2: Applicant's invoices numbered 26385, 26412, 26434, and 26415

Exhibit 3: Applicant's statement dated March 1, 2014

Exhibit 4: C & A Holdings invoice number 7392 dated April 27, 2015

Exhibit 5: Applicant's invoices numbered 26844, 26677, and 26645

Exhibit 6: Applicant's statement dated May 21, 2015

Exhibit 7: Email conversation between Adelle Guigon and Loretta Landry dated June 5 and 8, 2015, with attached Spreadsheet of rent account