

IN THE MATTER between **5655 NWT Ltd.**, Applicant, and **Marlee Currie**,  
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,  
regarding a rental premises located within the **city of Yellowknife in the Northwest  
Territories.**

BETWEEN:

**5655 NWT LTD.**

Applicant/Landlord

- and -

**MARLEE CURRIE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears and late payment penalties in the total amount of \$9,593.59 (nine thousand five hundred ninety-three dollars fifty-nine cents).

DATED at the City of Yellowknife in the Northwest Territories this 4th day of August  
2015.

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Adelle Guigon  
Deputy Rental Officer

IN THE MATTER between **5655 NWT Ltd.**, Applicant, and **Marlee Currie**,  
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:

**5655 NWT LTD.**

Applicant/Landlord

-and-

**MARLEE CURRIE**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 24, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>Lynn Elkin, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 24, 2015</b>

### **REASONS FOR DECISION**

An application to a rental officer made by 5655 NWT Ltd. as the applicant/landlord against Marlee Currie as the respondent/tenant was filed by the Rental Office May 20, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 611 Anson Drive in Yellowknife, Northwest Territories. The applicant served a copy of the filed application on the respondent by registered mail signed for May 21, 2015.

The applicant alleged the respondent had accumulated substantial rental arrears and sought an order for payment of the rental arrears, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for June 24, 2015, in Yellowknife, Northwest Territories. Ms. Lynn Elkin appeared representing the applicant. Ms. Marlee Currie was sent a notice of attendance by registered mail deemed served June 5, 2015, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Ms. Currie did not appear at hearing nor did anyone appear on her behalf. The hearing proceeded in Ms. Currie's absence pursuant to section 80(2) of the Act.

#### *Tenancy agreement and abandonment*

Ms. Elkin testified and provided evidence that Ms. Currie had entered into a tenancy agreement for the rental premises known as 611 Anson Drive in Yellowknife, Northwest Territories, commencing October 1, 2013. I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Ms. Elkin testified that she attempted to monitor the activity at the rental premises after the application to a rental officer was served and observed decreased and then no activity during the first two weeks of June. Attempts to contact the respondent were unsuccessful. Ms. Elkin learned from the local electricity provider that the respondent's electricity account had been closed and the power disconnected in late May. She approached the residence three times the week of June 15<sup>th</sup> and received no answer at the door and there was no sign of occupancy. Believing the

premises to be abandoned, she entered through the unlocked door and confirmed there were no persons present and that personal property of any value had been removed; garbage had been left throughout the rental premises and food that had been left on the counters and in the fridge was covered in mould. It was clear there had been no one there for some time. Ms. Elkin claimed vacant possession of the premises approximately June 17, 2015.

*Rental arrears*

A statement of account entered into evidence by the applicant represents the landlord's accounting of monthly rent and payments received against the respondent's rent account. I am satisfied the statement of account accurately represents the status of the respondent's rent account.

The statement corroborates Ms. Elkin's testimony that the respondent's late payment of rents began in August 2014. The rental arrears have accumulated to the amount of \$11,050, representing the rents for February to June 2015. The last payment received was made April 7, 2015, in the amount of \$2,250 and was applied against the January rent and a small portion of the February rent. I find the respondent has accumulated rental arrears in the amount of \$11,050.

*Late payment penalties*

Although late payment penalties are not reflected in the statement of account, Ms. Elkin requested they be calculated and applied against the rental arrears in accordance with the Act. She testified to the applicant's generosity in granting the respondent a significant period of time to resolve the personal issues she was experiencing and the failure of the respondent to reciprocate. The application of late payment penalties is appropriate and I calculate those penalties in accordance with section 41(2) of the Act and section 3 of the *Residential Tenancies Regulations* to total \$695.

*Security deposit*

Ms. Elkin testified and provided evidence that the respondent paid \$2,150 for security and pet deposit on October 15, 2013. Calculation of interest on the security deposit to June 17, 2015, totals \$1.41. The applicant retained the total security deposit against the rental arrears. A statement of security deposit account has not been provided to Ms. Currie as her current mailing address for service has not been determined. Ms. Elkin was able to confirm when speaking with neighbours to the rental premises that Ms. Currie is still in Yellowknife. I am satisfied that retention of the total security deposit against the rental arrears is in accordance with the Act. The security deposit total of \$2,151.41 will be deducted from the rental arrears and late payment penalties owing.

*Order*

An order will issue requiring Ms. Marlee Currie to pay rental arrears and late payment penalties totalling \$9,593.59.

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Adelle Guigon  
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Residential tenancy agreement signed January 31, 2014

Exhibit 2: Statement of account for rent from October 1, 2013, to May 1, 2015

Exhibit 3: Statement of account for rent from October 1, 2013, to June 1, 2015