

IN THE MATTER between **Anne Leskiw-Mueller**, Applicant, and **Brenda Bouvier**,
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 **hamlet of Enterprise in the Northwest
Territories.**

BETWEEN:

ANNE LESKIW-MUELLER

Applicant/Landlord

- and -

BRENDA BOUVIER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$19,745.00 (nineteen thousand seven hundred forty-five dollars).

DATED at the City of Yellowknife in the Northwest Territories this 23rd day of October
2015.

Adelle Guigon
Deputy Rental Officer

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ANNE LESKIW-MUELLER

Applicant/Landlord

-and-

BRENDA BOUVIER

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 23, 2015
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	John Leskiw, representing the applicant
<u>Date of Decision:</u>	September 23, 2015

REASONS FOR DECISION

An application to a rental officer made by Anne Leskiw-Mueller as the applicant/landlord against Leonard (Joe) Lalonde and Brenda Bouvier as the respondents/tenants was filed by the Rental Office March 11, 2015. The application was made regarding a residential tenancy agreement for the rental premises known as 214 Northern Lights in Enterprise, Northwest Territories. The applicant served a copy of the filed application on the respondents by registered mail, Mr. Leonard (Joe) Lalonde signing for his copy on July 9, 2015, and Ms. Brenda Bouvier signing for her copy on July 2, 2015.

The applicant alleged the tenants had accumulated 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 September 23, 2015, by teleconference. Mr. John Leskiw appeared representing the applicant. Ms. Brenda Bouvier was served notice of the hearing by registered mail signed for September 8, 2015. Personal service of the notice of hearing was unsuccessfully attempted on Mr. Leonard Lalonde. Neither Ms. Bouvier nor Mr. Lalonde appeared at hearing, nor did anyone appear on their behalf.

While I am satisfied that Ms. Bouvier has been successfully served with notice of this hearing, I am not satisfied that Mr. Lalonde has been. Several attempts at personal service of the notice of attendance on Mr. Lalonde were made on September 9th and 10th, all unsuccessful. The process server's affidavit indicates receiving information that Mr. Lalonde is believed to be residing in Enterprise with a Mr. Robert Fry, but no address is referred to. Emails from the process server subsequently suggest confirming Mr. Lalonde now lives in Hay River; again, no address was referred to. Although I do recognize Mr. Leskiw's efforts in this regard, it remains the applicant's responsibility to secure the location of the respondent for service of documents. In an effort to resolve this matter expeditiously, Mr. Leskiw chose to withdraw Mr. Lalonde from the application as a respondent and to proceed with the hearing against Ms. Bouvier alone.

Having been satisfied that Ms. Bouvier has been served with both the application to a rental officer and the notice of this hearing, the hearing proceeded in Ms. Bouvier's absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The written residential tenancy agreement entered into evidence establishes an agreement between Anne Leskiw as the landlord and Joe Lalonde and Brenda Bouvier as the joint tenants. The tenancy commenced August 31, 2008. The monthly rent was set at \$850. The tenant was responsible for fuel, electricity, and sewer (among other services and facilities). I am satisfied a valid tenancy agreement was in place between the parties in accordance with the Act.

Rental arrears and utilities

Mr. Leskiw testified that an opportunity for the tenants to attend schooling in Alberta from September to December 2014 was accommodated by the landlord with the agreement that the tenants would retain their tenancy in Enterprise while they were at school and the rents would be deferred for payment upon their return from school. This agreement was made despite the tenants having already accumulated rental arrears. Other family resided in the rental premises on the tenants behalf while the tenants were away. Upon Mr. Lalonde's early return to Enterprise in October 2014, he paid \$4,400 towards the accumulated arrears and the rent for October 2014. No further payments were made.

The last Mr. Leskiw heard from Mr. Lalonde was in December 2014. No notice of intention to vacate was provided to the landlord. Mr. Leskiw was able to confirm the rental premises had been vacated and reclaimed possession in February 2015. As he was unable to re-rent the premises and had not received written notice from the tenants to terminate their tenancy, Mr. Leskiw requested the rent for March 2015 as well as the rental arrears.

Additionally, between December 2012 and February 2015, several sewer, fuel, and electricity bills were not paid by the tenants to the service providers, necessitating the landlord's payment of them to prevent the rental premises from being damaged due to freeze-ups or other potential consequential damages.

Mr. Leskiw provided into evidence the relevant invoices regarding the claimed charges for utilities and rent records for 2012 to 2015 reflecting the tenants' rent account including the outstanding utility bills. Of the utilities invoices provided, \$768.42 was not accounted for in the rent records and was not claimed by the landlord. The total amount for utilities claimed by the landlord and recorded in the rent records is \$5,135. Having reviewed the documents, I am satisfied the rent records accurately reflect the current status of the tenants' rent account. I find the tenants have failed to comply with their obligation to pay for the utilities for the rental premises in the amount of \$5,135 and they have accumulated rental arrears in the amount of \$14,610; the total amount of owing totals \$19,745.

Order

As the applicant/landlord has amended his application so as to seek payment from Ms. Brenda Bouvier alone, an order will issue requiring Ms. Bouvier to pay rental arrears and compensation for utilities in the total amount of \$19,745.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Hamlet of Enterprise statement dated May 31, 2014
- Exhibit 2: Hamlet of Enterprise receipt dated December 2 for \$360
- Exhibit 3: Bluewave Energy invoices dated: December 30, 2013; March 2, 2014; January 26, 2015; July 11, 2013
- Exhibit 4: Cheque dated January 29, 2015, and receipt for Northland Utilities
- Exhibit 5: Bluewave Energy invoice for \$1,024.71
- Exhibit 6: Rent records: 2012, 2013, 2014, 2015
- Exhibit 7: Restitution calculations
- Exhibit 8: Additional documentation
- Exhibit 9: Residential tenancy agreement signed July 25, 2008
- Exhibit 10: Set of 27 photographs