

IN THE MATTER between **Andre Ouellet**, Applicant, and **Marsha Cockney and Dennis Rogers**, 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 Inuvik in the Northwest Territories**.

BETWEEN:

ANDRE OUELLET

Applicant/Landlord

- and -

MARSHA COCKNEY and DENNIS ROGERS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents must pay their rent on time in the future.
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents must comply with their obligation to repair damage to the rental premises.

DATED at the City of Yellowknife in the Northwest Territories this 9th day of February 2016.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Andre Ouellet**, Applicant, and **Marsha Cockney and Dennis Rogers**, 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:

ANDRE OUELLET

Applicant/Landlord

-and-

MARSHA COCKNEY and DENNIS ROGERS

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 26, 2016
<u>Place of the Hearing:</u>	Inuvik, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Lisa Beattie, representing the applicant Marsha Cockney, respondent
<u>Date of Decision:</u>	January 26, 2016

REASONS FOR DECISION

An application to a rental officer made by Lisa Beattie as the applicant/landlord against Marsha Cockney and Dennis Rogers as the respondents/tenants was filed by the Rental Office December 1, 2015. The application was made regarding a residential tenancy agreement for a rental premises located in Inuvik, Northwest Territories. The applicant personally served a copy of the filed application on the respondents December 10, 2015.

The applicant alleged the respondents had accumulated rental arrears, caused damages to the rental premises, and disturbed others' quiet enjoyment. An order was requested for payment of the arrears, that future rent be paid on time, terminating the tenancy agreement, and evicting the tenants. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 26, 2016, in Inuvik, Northwest Territories. The rental officer appeared by teleconference. Ms. Lisa Beattie appeared representing the applicant. Ms. Marsha Cockney appeared as respondent and on behalf of Mr. Dennis Rogers.

Preliminary matters

The application to a rental officer identified Lisa Beattie as the landlord. The written residential lease agreement identified the landlord as Andre Ouellet. Ms. Beattie confirmed at hearing that she was Mr. Ouellet's property manager, and she agreed the landlord should appropriately be referred to as Andre Ouellet. Andre Ouellet will be identified going forward and in the style of cause as the applicant/landlord.

Mutual agreement

The parties entered the hearing having come to an agreement regarding the matters initially applied for. Since filing of the application the tenants have by and large satisfied their rental arrears and as such the landlord withdrew their request for an order for payment, seeking only that the tenants pay their future rent on time. The tenants agreed, acknowledging their failure to comply with their obligation to pay the full amount of their rent when due.

The parties also came to an agreement respecting the alleged disturbances, indicating that promises made between the tenants and the landlord were sufficient. Discussions between the landlord and tenants regarding the damages to the premises and the necessity for repairs to be effected also resulted in an agreement regarding the work being done in a timely manner. The landlord requested simply an order that the tenants comply with their obligation to effect the necessary repairs. The tenants agreed and acknowledged their responsibility for the repairs as discussed with the landlord.

The landlord withdrew their requests to terminate the tenancy agreement and evict the tenants.

I am satisfied the self-mediated agreement is appropriate in all circumstances and will issue an order requiring the tenants to pay their future rent on time and to comply with their obligation to repair damages to the rental premises.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's written statement

Exhibit 2: Residential lease agreement dated August 4, 2015

Exhibit 3: Screenshot of CIBC deposits of November 6, 2015

Exhibit 4: Applicant's correspondences to respondents dated: September 21, 2015; November 18, 2015;

Exhibit 5: Printed list of text messages between Lisa Beattie, Dennis Rogers, and Marsha Cockney

Exhibit 6: Entry and exit inspection report dated November 19, 2015

Exhibit 7: Nine photographs

Exhibit 8: Seven invoices related to costs of repairs to a different rental premises