

IN THE MATTER between **FAYE ELIASON AND MOUNTAIN AVEN ENT. LTD.**,
Applicant, and **KELLY YEW AND DARLENE ROSS**, Respondents;

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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **HAY RIVER, NT.**

BETWEEN:

FAYE ELIASON AND MOUNTAIN AVEN ENT. LTD.

Applicant/Landlord

- and -

KELLY YEW AND DARLENE ROSS

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand one hundred fifty four dollars (\$2154.00).

DATED at the City of Yellowknife, in the Northwest Territories this 31st day of March,
2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **FAYE ELIASON AND MOUNTAIN AVEN ENT. LTD.**,
Applicant, and **KELLY YEW AND DARLENE ROSS**, 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 **Hal Logsdon**, Rental Officer.

BETWEEN:

FAYE ELIASON AND MOUNTAIN AVEN ENT. LTD.

Applicant/Landlord

-and-

KELLY YEW AND DARLENE ROSS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 28, 2016 continued on March 23, 2016

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Faye Eliason, applicant
Darlene Ross, respondent (March 23, 2016)

Date of Decision: March 23, 2016

REASONS FOR DECISION

The tenancy agreement between the parties was verbal and commenced on May 1, 2013. The tenancy agreement was terminated on February 20, 2015 when the respondents vacated the premises and the company was sold. The applicant alleged that the full amount of the rent was not paid and sought an order requiring the respondents to pay the alleged rent arrears.

The application was filed on November 18, 2015 almost nine months after the end of the tenancy.

Section 68 of the *Residential Tenancies Act* requires that an application be made within six months of the alleged breach but permits a rental officer to extend this time if it is not unfair to do so. The applicant submitted that the parties had agreed on the amount owing and the respondents had pledged to pay \$50-100/month until the rent arrears were paid in full. There was no evidence of this agreement submitted by the applicant but Ms Ross acknowledged at the hearing that they had agreed to the plan and the amount owing. One payment of \$50 was made after the tenancy ended. In my opinion there are reasonable grounds to grant leave to extend the time limitation.

The applicant provided an accounting of the rents charged and the payments received, indicating a balance owing of \$2154.

The respondent did not dispute the amount owing.

I find the statement of the rent account to be in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2154. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2154.

Hal Logsdon
Rental Officer