

IN THE MATTER between **Inuvialuit Development Corporation**, Applicant, and
Kevin Raymond, 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 **town of Inuvik in the Northwest
Territories.**

BETWEEN:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

- and -

KEVIN RAYMOND

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 \$7,543.75 (seven thousand five hundred forty-three dollars seventy-five cents).

DATED at the City of Yellowknife in the Northwest Territories this 11th day of March
2016.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Inuvialuit Development Corporation**, Applicant, and
Kevin Raymond, 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:

INUVIALUIT DEVELOPMENT CORPORATION

Applicant/Landlord

-and-

KEVIN RAYMOND

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 9, 2016
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Tara Day, representing the applicant
<u>Date of Decision:</u>	March 9, 2016

REASONS FOR DECISION

An application to a rental officer made by Inuvialuit Development Corporation as the applicant/landlord against Kevin Raymond as the respondent/tenant was filed by the Rental Office February 2, 2016. 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 respondent February 12, 2016.

The applicant alleged the respondent had been repeatedly late paying rent and had accumulated rental arrears. An order was sought 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 March 9, 2016, by teleconference. Ms. Tara Day appeared representing the applicant. Mr. Kevin Raymond was served with notice of the hearing by registered mail deemed served March 1, 2016, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Raymond did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Tenancy agreement

The written tenancy agreement entered into evidence established a tenancy agreement with Katherine Ciboci for the rental premises identified as 21 Natala Drive in Inuvik, Northwest Territories, commencing June 8, 2011. The agreement did include Kevin Raymond's name as a tenant, but Mr. Raymond did not sign the agreement and therefore cannot be considered accountable to the tenancy agreement. However, it is clear that Mr. Raymond and Ms. Ciboci resided together in the rental premises since commencement of the tenancy agreement. The applicant's representative testified that Ms. Ciboci had in fact moved out of the rental premise in June 2015. Mr. Raymond continued to occupy the rental premises and paid rent in exchange for that right. No effort or intent to remove Mr. Raymond was made by the landlord until the current application. I am satisfied that the tenancy agreement between the landlord and Katherine Ciboci ended June 30, 2015, and that an implied tenancy agreement commenced between the landlord and Kevin Raymond on July 1, 2015.

The applicant's representative confirmed at hearing that Mr. Raymond had in fact vacated the rental premises on February 1, 2016. An outgoing accommodation inspection report signed by Mr. Raymond was provided into evidence to substantiate that he did in fact vacate the rental premises. I am satisfied the implied tenancy agreement between the parties ended February 1, 2016. The applicant withdrew their request for termination of the tenancy agreement and eviction.

Rental arrears

The accounts receivable aged listing and statement of account entered into evidence by the applicant represent the landlord's accounting of monthly rent and payments received against the account up to January 15, 2016. The documents reflect rent applied up to and including for December 2015. They also indicate that the respondent has made no payments against his rent account since August 14, 2015. The applicant's representative explained that the landlord had offered to charge no rent for the month of January 2016 if the respondent vacated the rental premises by February 1, 2016. The respondent accepted this offer, vacating the rental premises by February 1, 2016, and the applicant did not charge rent for January 2016. I am satisfied the listing and statement accurately reflect the current status of the respondent's rent account. I find the respondent has accumulated rental arrears in the amount of \$7,543.75.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$7,543.75.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's correspondences to respondent dated January 12, 2016

Exhibit 2: Accommodation inspection report signed June 10, 2011

Exhibit 3: Residential tenancy agreement commencing June 8, 2011

Exhibit 4: Accounts receivable aged listing printed January 15, 2016

Exhibit 5: Statement of account from November 1, 2014, to January 11, 2016

Exhibit 6: Email conversations between Tanya Gruben and Katherine Ciboci dated: May 30, 2014, June 19, 2014; January 22 and 23, 2015; April 21, 2015

Exhibit 7: Accommodation inspection report signed February 1, 2016