

IN THE MATTER between **SACHO DEVELOPMENTS LTD.**, Applicant, and
CAROL CARNELL, 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, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

SACHO DEVELOPMENTS

Applicant/Landlord

- and -

CAROL CARNELL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the security deposit in the amount of five hundred dollars (\$500.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of May,
2002.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

SACHO DEVELOPMENTS LTD.

Applicant/Landlord

-and-

CAROL CARNELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 1, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shawnette MacNeil, representing the applicant
Carol Carnell, respondent

Date of Decision: May 1, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it was due and by failing to pay the balance of the required security deposit. The applicant sought an order for the payment of the security deposit and termination of the tenancy agreement between the parties.

The applicant provided a list of dates on which rent deposits were made which indicated that deposits were frequently made after the first day of each month. The written tenancy agreement between the parties requires rent to be paid by the tenant on the first day of each month. There were no current rent arrears. The tenancy agreement, made on July 11, 2001, requires a security deposit of \$600. The applicant testified that only \$100 had been paid to date.

The respondent acknowledged that rent had not always been paid on the first day of the month and acknowledged that \$500 of the required security deposit remained outstanding. She noted however, that the applicant had never demanded the security deposit until the application was filed. The respondent indicated that she would pay the security deposit immediately. She alleged that the premises were in a state of disrepair and that the landlord failed to supply adequate amounts of water.

I shall not deal with the respondent's allegations. In my opinion, these allegations are more properly dealt with through an application to a Rental Officer.

Although I note that the evidence provided by the applicant does not relate to the dates the rent was paid by the respondent but rather to the dates the applicant deposited the rent, there is no dispute between the parties that the rent has not always been paid on time. The degree of lateness, however, is questionable.

I also note that until the notice of termination was served and the application filed, the applicant had not made any formal demands for the security deposit or served any notices to the respondent. This leads me to suspect that the application to terminate the tenancy agreement is, in part, the result of other issues between the parties. The applicant's representative confirmed, however, that the sole grounds for seeking termination were late payment of rent and non-payment of the security deposit.

I find the respondent has breached the tenancy agreement by failing to pay rent on the days it was due and by failing to pay the security deposit required by the tenancy agreement. I find the outstanding security deposit to be \$500. In my opinion, the breaches are not serious enough to consider termination of the tenancy agreement.

An order shall be issued for the respondent to pay the applicant the remaining balance of the security deposit in the amount of \$500 and to pay all future rent on time.

Hal Logsdon
Rental Officer