

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JUSTIN GREEN AND KRIS HRYNCZUK**, 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, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**JUSTIN GREEN AND KRIS HRYNCZUK**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the rental premises known as P-312, 42 Con Road, Yellowknife, NT shall be terminated on June 30, 2002 and the respondents shall vacate the rental premises on that date, unless the balance of the security deposit in the amount of seven hundred twenty dollars (\$720.00) is paid in full.
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to not disturb other tenants and shall not

breach that obligation in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June,  
2002.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JUSTIN GREEN AND KRIS HRYNCZUK**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**JUSTIN GREEN AND KRIS HRYNCZUK**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 11, 2002

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Rashda Mirza, representing the applicant

**Date of Decision:** June 11, 2002

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on May 28, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full security deposit required by the tenancy agreement and by disturbing other tenants' quiet enjoyment of the residential complex. The applicant sought an order requiring the respondents to pay the alleged outstanding security deposit and to not disturb other tenants in the future. The applicant requested that the tenancy agreement be terminated unless the security deposit was promptly paid.

The tenancy agreement between the parties commenced on February 1, 2002 and required a security deposit of \$1295, equivalent to one months rent. The ledger provided by the applicant in evidence indicates security deposit payments of \$575, leaving a balance owing of \$720. As three months have past since the commencement of the tenancy agreement, the remainder of the security deposit is past due. The applicant also provided a copy of a notice to the respondents dated May 14, 2002 outlining noise complaints and a copy of a letter from another tenant, dated May 13, 2002 complaining of noise from the respondents' apartment.

I find the respondents breached the tenancy agreement by failing to pay the full amount of the security deposit in accordance with the written tenancy agreement between the parties and by

disturbing other tenants. I find the outstanding security deposit to be \$720. The applicant indicated that the rent was now paid in full but the ledger indicates that the rent has frequently been paid late. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the balance of the security deposit is promptly paid.

An order shall be issued terminating the tenancy agreement on June 30, 2002 unless the balance of the security deposit of \$720 is paid in full and requiring the respondents to comply with their obligation to not disturb other tenants.

---

Hal Logsdon  
Rental Officer