

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **JOYCE DESJARLAIS**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

JOYCE DESJARLAIS

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand six hundred fifty dollars (\$1650.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the required security deposit in the amount of four hundred thirty eight dollars (\$438.00).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 105, 5600-52 Avenue, Yellowknife, NT shall be terminated on June 30, 2003 and the respondent shall

vacate the premises on that date, unless payments totalling no less than one thousand dollars (\$1000.00) are made to the landlord.

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of June, 2003.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

JOYCE DESJARLAIS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 10, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant
Joyce Desjarlais, respondent

Date of Decision: June 10, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant provided copies of the tenant ledger which indicated a balance of rent owing in the amount of \$1650 and a balance of security deposit owing in the amount of \$438. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding security deposit and terminating the tenancy agreement at the end of June, 2003 unless the full amount of rent arrears was paid in full.

The respondent did not dispute the allegations explaining that she had just finished school and had just recently become employed. She stated that she did not think she would be able to pay the full amount of rent arrears by the end of the month but would be able to pay \$1000.

I note that the applicant has a security deposit of \$737. A payment of \$1000 by month end should protect the landlord from additional financial loss while permitting the respondent some time to repay the remainder.

The tenancy agreement commenced in February, 2003 making the full amount of the security deposit now due.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the

landlord and by failing to provide the full amount of the security deposit. I find the rent arrears to be \$1650 and the outstanding deposit to be \$438. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless payments of at least \$1000 are made to the landlord prior to June 30, 2003.

An order shall be issued requiring the respondent to pay the applicant rent arrears and the outstanding balance of the required security deposit in the amount of \$2088. The tenancy agreement shall be terminated on June 30, 2003 unless the respondent makes payments to the applicant of at least \$1000.

Should the respondent fail to pay the remainder of the rent arrears in a reasonable period of time, the applicant may make a future application requesting further remedy.

Hal Logsdon
Rental Officer