

IN THE MATTER between **DAVE KAYLO**, Applicant, and **KAREN SIEBOLD**,
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:

DAVE KAYLO

Applicant/Landlord

- and -

KAREN SIEBOLD

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
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 two hundred fifty dollars (\$250.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of
November, 2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **DAVE KAYLO**, Applicant, and **KAREN SIEBOLD**,
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.

BETWEEN:

DAVE KAYLO

Applicant/Landlord

-and-

KAREN SIEBOLD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 12, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Dave Kaylo, applicant
Karen Siebold, respondent

Date of Decision: November 12, 2003

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it is due and by failing to pay the full amount of the security deposit required by the tenancy agreement between the parties. The applicant sought an order requiring the respondent to pay rent on time and to pay the remainder of the security deposit.

The applicant stated that the tenancy agreement between the parties required a security deposit of \$500 and that only \$250 had been paid to date. The applicant stated that the tenancy agreement commenced on July 1, 2003.

The tenancy agreement provided in evidence was not signed by either party but the parties agreed that a tenancy agreement in the same form had been executed.

The respondent did not dispute the allegations but testified that she had only paid rent late on one occasion, in October, 2003. She stated that the landlord did not always come to collect the rent until several days after it was due.

I find that on at least one occasion, the rent has not been paid on the day it was due. I remind the respondent that unless stated otherwise in a tenancy agreement it is the tenant's obligation to deliver the rent to the landlord on the day it is due. I also find the tenant in breach of her obligation to provide the remainder of the required security deposit which was due three months

after commencement of the tenancy agreement.

An order shall issue requiring the respondent to pay future rent on time and to pay the applicant the remainder of the required security deposit in the amount of \$250.

Hal Logsdon
Rental Officer