

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **VIOLET KACHOWSKI**, 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 -

VIOLET KACHOWSKI

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 two thousand four hundred twenty five dollars (\$2425.00).
2. 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 212, 5600-52 Avenue, Yellowknife, NT shall be terminated on January 30, 2004 and the respondent shall vacate the premises on that day, unless the rent arrears are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of January, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **VIOLET KACHOWSKI**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

VIOLET KACHOWSKI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 13, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Violet Kachowski, respondent
Arlene Hache, representing the respondent

Date of Decision: January 13, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and the remainder of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the balance of the security deposit and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2425. The applicant stated that on November 1, 2003 the respondent moved from apartment 213 to the current premises (apartment 212). The applicant indicated that there would be a \$60 deduction from the security deposit but that he had not produced a statement yet. He indicated that the balance would be applied to the required security deposit for apartment 212 which was \$1175.

The respondent did not dispute the allegations pertaining to rent but disputed the requirement for cleaning the former apartment. The respondent indicated she would be able to pay the rent arrears by January 30, 2004.

The applicant stated that he would be willing to permit the tenancy to continue if the arrears were paid by January 30, 2004.

In my opinion, there was a new tenancy agreement formed on November 1, 2003 when the

respondent took occupancy of apartment 212. As the former tenancy agreement for apartment 213 was terminated, the landlord should have issued a statement of the security deposit within 10 days. The applicant should prepare such a statement now, showing whatever deductions he deems appropriate and apply the balance to the security deposit requirement for apartment 212. If the respondent objects to any of the deductions shown on the statement, she may file an application to a rental officer. As the new tenancy agreement has not been in place for three months yet, the tenant is not required to pay the balance of the deposit. The remainder will become due on January 31, 2004. Therefore, the applicant's request for the balance of the deposit is denied.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$2425. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the rent arrears and terminating the tenancy agreement on January 30, 2004 unless the rent arrears are paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer