

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ABDELSALAM OMER AND MAVIA MOHAMED OSMAN AND KAREEN VALANOW**, 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 -

**ABDELSALAM OMER AND MAVIA MOHAMED OSMAN AND  
KAREEN VALANOW**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the remainder of the required security deposit in the amount of one hundred ninety five dollars (\$195.00).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of November, 2004.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **ABDELSALAM OMER AND MAVIA MOHAMED OSMAN AND KAREEN VALANOW**, 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-

**ABDELSALAM OMER AND MAVIA MOHAMED OSMAN AND  
KAREEN VALANOW**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 2, 2004

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

**Appearances at Hearing:** David Beckwith, representing the applicant  
Abdelsalam Omer, respondent  
Mavia Mohamed Osman, respondent

**Date of Decision:** November 11, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the required security deposit and sought an order to pay the remainder of the required deposit.

The applicant provided a copy of the tenancy agreement and a statement of account in evidence.

The statement of account indicates that \$500 has been paid in partial satisfaction of the required deposit of \$995 leaving a balance owing in the amount of \$495. However, the tenancy agreement sets out the required security deposit, as well as the monthly rent as \$975.

The applicant pointed out that although the tenancy agreement sets the rent and deposit at \$975, an amending agreement sets the rent at \$1095 and discounts it for the period of the term tenancy agreement to \$995. Notwithstanding the fact that the amending agreement would most likely be unenforceable as it would constitute either a penalty or contradict the rent increase provisions of the Act, it serves to further obscure the amount of monthly rent the tenant is obligated to pay.

Surely if the full, un-discounted rent is \$1095, then that amount should appear on the tenancy agreement; but it does not. Furthermore, article 10(d) of the tenancy agreement renders the amendment to the main tenancy agreement null and void and without effect.

The respondents did not dispute that only \$500 had been applied to the security deposit. I find the total amount of security deposit required to be \$975 and the monthly rent due, since the beginning of the agreement to be \$975/month. To date, \$500 has been paid toward the security

deposit and the tenants have overpaid the rent by \$280, calculated as follows:

<b>Total rent due since commencement (14 months @ \$975/month)</b>	<b>\$13,650</b>
<b>Total rent paid since commencement (14 months @ \$995/month)</b>	<b><u>13,930</u></b>
<b>Rent credit</b>	<b>\$280</b>

Applying the rent credit to the security deposit, I find the outstanding amount of deposit due to the landlord to be \$195, calculated as follows:

<b>Security deposit required</b>	<b>\$975</b>
<b>Amount paid</b>	<b>(500)</b>
<b>Rent credit applied</b>	<b><u>(280)</u></b>
<b>Outstanding deposit</b>	<b>\$195</b>

An order shall issue requiring the respondents to pay the applicant the outstanding balance of the security deposit in the amount of \$195.

---

Hal Logsdon  
Rental Officer