

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MADLINE KAPOTAON**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MADLINE KAPOTAON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to tenant damage to the rental premises in the amount of nine hundred fifty three dollars and fifty five cents (\$953.55).

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of
November, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MADLINE KAPOTAON**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MADLINE KAPOTAON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Mary George, representing the applicant
Madeline Kapotaon, respondent

Date of Decision: November 23, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises and by failing to pay the portion of the security deposit required by the tenancy agreement. The applicant withdrew the request for termination and requested an order requiring the respondent to pay the repair costs of the alleged damages and the alleged outstanding portion of the security deposit.

The applicant testified that two windows were broken and provided an invoice indicating repair costs of \$953.55. The applicant also provided a copy of the tenancy agreement which required a security deposit of \$1200 to be paid in three installments. The first installment of \$600 was due on October 1, 2004. The second installment of \$300 was due on November 1, 2004 and the third and final installment is due on December 1, 2004. The applicant testified that only the first installment had been paid.

The respondent did not dispute the allegations.

Section 14(2) of the *Residential Tenancies Act* permits a security deposit to be paid in two installments:

- 14.(2) Where a tenant is liable for a security deposit for a tenancy other than a weekly tenancy, the tenant may pay**
- (a) 50% of the security deposit at the commencement of the tenancy;**
 - and**
 - (b) the remaining 50% of the security deposit within three months.**

Section 10 of the Act renders any provision of a tenancy agreement that is inconsistent with the Act of no effect;

10. (1) A tenancy agreement shall be deemed to include the provisions of the residential tenancy agreement set out in the Schedule and any provision of the tenancy agreement that is inconsistent with the provisions of the residential tenancy agreement set out in the Schedule or this Act is of no effect.

The provision in the tenancy agreement regarding the payment of the security deposit is not consistent with the Act as it requires an accelerated payment of the security deposit. The tenancy agreement commenced on September 28, 2004 and 50% of the required deposit has been paid. In accordance with the Act, the balance is due no later than December 28, 2004. The landlord can not enforce earlier payment. The landlord's request for an order requiring payment of the deposit is therefore denied.

I find the respondent in breach of her obligation to repair tenant damages and find the repair costs reasonable. An order shall issue requiring the respondent to pay the applicant repair costs in the amount of \$953.55.

Hal Logsdon
Rental Officer