

IN THE MATTER between **CONSTANTINA TSETSOS AND WAYNE GUY**,  
Applicants, and **NORM BYATT**, 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:

**CONSTANTINA TSETSOS AND WAYNE GUY**

Applicants/Landlords

- and -

**NORM BYATT**

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 five hundred fifty dollars (\$1550.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining balance of the required security deposit in the amount of seven hundred fifty dollars (\$750.00).
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 27th day of January,  
2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**CONSTANTINA TSETSOS AND WAYNE GUY**

Applicants/Landlords

-and-

**NORM BYATT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 25, 2005

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

**Appearances at Hearing:** Constantina Tsetsos, representing the applicants  
Norm Byatt, respondent

**Date of Decision:** January 25, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and deposit and to pay future rent on time.

The applicant provided a copy of the tenancy agreement which commenced on October 1, 2004. The applicant also provided a statement of account which indicated a balance of rent owing in the amount of \$1550 and an outstanding portion of the security deposit owing in the amount of \$750.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay rent and his obligation to provide the balance of the required deposit within three months of the commencement of the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1550 and to remit the balance of the security deposit in the amount of \$750. The order shall also require the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer