

IN THE MATTER between **WAM DEVELOPMENT GROUP GP INC.**, Applicant,
and **SHARI WYNNE AND KAREN BARTLETT**, 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:

WAM DEVELOPMENT GROUP GP INC.

Applicant/Landlord

- and -

SHARI WYNNE AND KAREN BARTLETT

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand three hundred dollars (\$1300.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the balance of the required security deposit in the amount of eight hundred dollars (\$800.00).
3. Pursuant to section 45(3)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to pay for water costs during the term of the tenancy

agreement.

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

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of March, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

SHARI WYNNE AND KAREN BARTLETT

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	March 21, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Kelly Hayden, representing the applicant
<u>Date of Decision:</u>	March 21, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance on March 8, 2005 but failed to appear at the hearing. The hearing was held in their absence.

The applicant corrected the legal name of the landlord shown on the application and requested that the style of cause of the order reflect that name.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to pay the remainder of the required security deposit and failing to pay for water charges. The applicant sought an order requiring the respondents to pay the alleged rent arrears and security deposit balance, requiring them to comply with their obligation to pay for water and requiring them to pay future rent on time.

The applicant provided a statement of the rent account, a statement of the water account and the tenancy agreement in evidence. The rent statement indicated a balance of rent owing in the amount of \$1300. The water statement indicated that the account was in arrears. The written tenancy agreement between the parties commenced on September 1, 2004 and required a security deposit of \$1800. The rent statement indicated one payment of \$1000, leaving a balance owing in the amount of \$800.

I find the respondents in breach of their obligations to pay rent, water costs and the security

deposit. I find the rent arrears to be \$1300 and the balance of the security deposit to be \$800.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1300, pay the remainder of the security deposit in the amount of \$800, comply with their obligation to pay for water and pay future rent on time.

Hal Logsdon
Rental Officer