

IN THE MATTER between **TRACY HOFF AND MATT ROLLISON**, Applicants, and **TIM BOYCE AND JACKIE BOYCE**, 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 **HAY RIVER, NT**.

BETWEEN:

**TRACY HOFF AND MATT ROLLISON**

Applicants/Landlords

- and -

**TIM BOYCE AND JACKIE BOYCE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicants rent arrears in the amount of three hundred twenty dollars (\$320.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on May 13, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears, remainder of the security deposit and the rent for May, 2005 in the total amount of two thousand seventy dollars (\$2070.00) is paid in full.

3. 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 25th day of April, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicants/Landlords

-and-

**TIM BOYCE AND JACKIE BOYCE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 22, 2005

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Tracy Hoff, applicant  
Matt Rollison, applicant

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

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance by registered mail but failed to appear at the hearing. The hearing was held in their absence.

The applicants alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement.

The tenancy agreement between the parties was made in writing and commenced on January 24, 2005. The rent for January was prorated to \$250. The monthly rent for the premises was \$1000 and the required security deposit was \$1000.

The applicants provided copies of receipts issued for rent in evidence which totalled \$1150 and testified that three additional payments had been received since the application was made totalling \$1530. One receipt for the security deposit in the amount of \$250 was also entered in evidence. The applicants testified that the respondents had received two abatements of rent for work they had performed on behalf of the landlord. The first was in February for \$100 and the second in April for \$150.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$320, calculated as follows:

Total rent due (January-April)	\$3250
Rent paid	(2680)
Abatements of rent applied	<u>(250)</u>
Rent Arrears	\$320

The tenancy agreement between the parties obligates the tenants to pay the rent in advance. The receipts and testimony heard indicate that only the January, 2005 rent was paid on time.

Section 14(2) permits a tenant to pay a required security deposit 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 of the commencement of the tenancy.**

I find the respondents in breach of their obligation to pay the required security deposit and find the current amount due to be \$250. It should be noted that the tenancy agreement requires the security deposit to be paid in full by February 16, 2005. As this provision contradicts the Act, it is of no effect.

In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the security deposit and rent arrears are paid in full. As the May rent is due on May 1, 2005 and the balance of the security deposit becomes due on April 24, 2005 the tenancy agreement will be terminated on May 16, 2005 unless the rent arrears, May, 2005 rent and the balance of the deposit is paid in full. I calculate this amount to be \$2070, calculated as follows:

Rent arrears	\$320
May, 2005 rent	1000
Balance of deposit	<u>750</u>
Total	\$2070

Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer