

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JAERIS PETRIE**, 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:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**JAERIS PETRIE**

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 three hundred five dollars (\$305.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as C306, 900 Lanky Court, Yellowknife, NT shall be terminated on May 31, 2005 unless the rent arrears and due portion of the security deposit in the total amount of three hundred fifty two dollars and fifty cents (\$352.50) is paid in full.
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 14th day of May,  
2005.

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Hal Logsdon  
Rental Officer

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Applicant, and **JAERIS PETRIE**, Respondent.

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BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**JAERIS PETRIE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 12, 2005

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

**Appearances at Hearing:** Lucy Gillard, representing the applicant  
Jaeris Petrie, respondent

**Date of Decision:** May 12, 2005

**REASONS FOR DECISION**

The applicant alleged that the respondent 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 respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$305. The monthly rent for the premises is \$1105. The applicant testified that a security deposit of \$1105 was required and that only \$400 had been paid to date. The tenancy agreement between the parties commenced on April 1, 2005.

The respondent did not dispute the allegations concerning rent but provided a receipt indicating that \$505 had been paid in satisfaction of the security deposit requirement. The respondent stated that the receipt was made in error and that the respondent only paid \$400 toward the required deposit.

On the balance of the evidence, I find the security deposit paid to be \$505. I find no evident mistake on the receipt.

As the tenancy agreement commenced on April 1, 2005 only 50% of the security deposit or \$552.50 is due at this time. As \$505 had been paid, the remaining balance due at this time is

\$47.50.

I find the rent statement to be in order and find the rent arrears to be \$305. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the remainder of the due security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$305 and terminating the tenancy agreement on May 31, 2005 unless the arrears and the balance of the due security deposit in the total amount of \$352.50 are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer