

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **THRESSA JEWELL**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

THRESSA JEWELL

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 sixty six dollars and eleven cents (\$1566.11).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the premises and cleaning in the amount of six hundred ten dollars (\$610.00).
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy

agreement between the parties for the premises known as #203, 1000 Gitzel Street, Yellowknife, NT shall be terminated on June 30, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of two thousand one hundred seventy six dollars and eleven cents (\$2176.11) is paid in full.

4. 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 16th day of June, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **THRESSA JEWELL**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

THRESSA JEWELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Sharon Hysert, representing the applicant

Date of Decision: June 14, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to repair the premises and failing to provide the full security deposit required by the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, repair costs and terminating the tenancy agreement between the parties.

The application relates to two tenancy agreements between the same parties. The first was for premises located in Fort Gary Apartments. The landlord stated that at the request of the tenant, she was permitted to move to an apartment in Ridgeview South Apartments and a new tenancy agreement was executed on April 1, 2005. Instead of reconciling the security deposit for the Fort Gary premises, the applicant transferred the security deposit in full to the Ridgeview South account and invoiced the respondent for cleaning and repair costs related to the Fort Gary premises in the amount of \$610. The applicant also transferred \$150 in rent arrears from the Fort Gary account to the Ridgeview account.

The applicant also stated that the respondent had failed to establish the electrical account in her name upon moving to the Ridgeview premises and the landlord paid \$56.11 in electrical charges

on her behalf and added it to the Ridgeview rent account. An invoice for the electricity was provided in evidence.

The applicant provided a statement of the rent which indicated rent arrears in the amount of \$1566.11. This included the \$150 transferred from the Fort Gary premises and the electrical charges of \$56.11 paid on behalf of the respondent.

The invoice for repair and cleaning costs and the inspection report for the Fort Gary premises was provided in evidence. The applicant testified that the premises were not left in a reasonably clean condition and three walls in the master bedroom required patching and painting. The applicant stated that there was one large hole and several gouges on the walls which were not the result of normal wear and tear.

Section 14(2) of the *Residential Tenancies Act* permits a tenant to pay the 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.**

As the current tenancy agreement commenced on April 1, 2005 and the transfer of the existing deposit exceeds 50% of the total deposit required for the present premises, the balance of the deposit is not due until the end of June, 2005. The applicant's request for an order requiring the respondent to pay the balance of the deposit is therefore denied.

I find the respondent in breach of her obligation to pay rent and her obligation to repair damages. I find the repair and cleaning costs of \$610 to be reasonable and required as a result of the respondent's negligence. I find the rent arrears to be \$1566.11 which includes arrears from the Fort Gary premises and the electrical charges paid on behalf of the respondent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears and repair costs are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1566.11 and repair and cleaning costs of \$610 and terminating the tenancy agreement on June 30, 2005 unless those amounts are paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer