

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KENNETH HOULE AND SANDY RABBIT**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

KENNETH HOULE AND SANDY RABBIT

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the remaining balance of the required security deposit in the amount of five hundred twenty five dollars (\$525.00).
2. 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 August, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KENNETH HOULE AND SANDY RABBIT**, 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.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

KENNETH HOULE AND SANDY RABBIT

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 23, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Sharon Hysert, representing the applicant

Date of Decision: August 23, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

Kenneth Houle's name is incorrectly spelled on the application. The style of cause of the order shall be amended to reflect the spelling of his name as shown on the tenancy agreement.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent on the days it is due and by failing to provide the full amount of the required security deposit. The applicant stated that since the application was filed, the full amount of the outstanding rent had been paid. The applicant withdrew the request for termination of the tenancy agreement in favour of an order to pay future rent on time.

The applicant testified that \$500 had been paid toward the security deposit. The written tenancy agreement between the parties commenced on April 1, 2005 and requires a security deposit of \$1025. The balance of the deposit is overdue. The applicant also provided a statement of the rent account which indicated that the monthly rent had not been paid in advance in accordance with the tenancy agreement.

I find the respondents in breach of their obligation to pay rent on the days it is due and their

obligation to provide the required security deposit. An order shall issue requiring the respondents to pay the applicant the remaining balance of the security deposit in the amount of \$525 and to pay future rent on time.

Hal Logsdon
Rental Officer