

IN THE MATTER between **SUSAN COREY, EXECUTOR ESTATE RAINER KOSSMANN**, Applicant, and **DEBBIE BEAULIEU**, 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 **FORT SMITH, NT**.

BETWEEN:

**SUSAN COREY, EXECUTOR ESTATE RAINER KOSSMANN**

Applicant/Landlord

- and -

**DEBBIE BEAULIEU**

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 forty five dollars and thirty eight cents (\$1545.38).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of May, 2006.

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Hal Logsdon  
Rental Officer

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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:

**SUSAN COREY, EXECUTOR ESTATE RAINER KOSSMANN**

Applicant/Landlord

-and-

**DEBBIE BEAULIEU**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 4, 2006</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Susan Corey, applicant Debbie Beaulieu, respondent</b>
<b><u>Date of Decision:</u></b>	<b>May 12, 2006</b>

**REASONS FOR DECISION**

The tenancy agreement between the parties was terminated on March 31, 2006 when the respondent vacated the premises. The applicant retained the security deposit applying it against rent arrears but did not issue a statement of the deposit as required by section 18 of the *Residential Tenancies Act*. The applicant testified that there were no repairs required but that the respondent had failed to pay rent in the amount of \$1850. The applicant sought an order requiring the respondent to pay rent arrears of \$1850 less the security deposit.

The applicant stated that although the monthly rent for the premises was \$600, the parties had agreed to a reduced rent for January, 2006 of \$450 and a reduced rent for February and March, 2006 of \$550. The applicant testified that \$300 remained outstanding from December, 2005 and that no payments had been made in January, February or March, 2006 bringing the balance of rent owing to \$1850. She stated that she held a security deposit of \$300 which was provided to her on September 21, 2005.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1850.

Taking into account the security deposit and accrued interest, I find the amount owing to the applicant to be \$1545.38 calculated as follows:

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Security deposit	\$300.00
Interest	4.62
Rent arrears	<u>(1850.00)</u>
Amount due applicant	\$1545.38

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1545.38.

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Hal Logsdon  
Rental Officer