

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **PHILIP ASSELIN**, 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 -

**PHILIP ASSELIN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remainder of the required security deposit in the amount of five hundred fifty dollars (\$550.00).

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **PHILIP ASSELIN**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**PHILIP ASSELIN**

Respondent/Landlord

**REASONS FOR DECISION**

**Date of the Hearing:** May 2, 2006

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

**Appearances at Hearing:** Krista Cooper, representing the applicant  
Sharon Hysert, representing the applicant  
Philip Asselin, respondent  
John Lemouel, representing the respondent

**Date of Decision:** May 2, 2006

**REASONS FOR DECISION**

The application was filed on March 30, 2006 seeking an order requiring the respondent to pay the remainder of the security deposit. On April 6, 2006 the applicant filed a notice of early termination for alleged disturbance and amended the application to include termination of the tenancy agreement. Additional evidence was filed on April 19 and April 24, 2006 concerning alleged disturbances. The additional documents filed with the rental officer were served on the respondent.

The applicant alleged that the remaining balance of the security deposit had not been paid in the amount of \$550 and that the respondent had repeatedly disturbed other tenants in the residential complex. The applicant provided several security reports and a complaint from another tenant in the building in evidence.

The applicant noted that when they received a verbal complaint from a tenant they dispatched a person to attend the premises where the disturbance was occurring. Although these complaints appear to have been received by tenants in the building, there does not appear to be any substance to them. One of the reports describes the reason for the call-out to be "banging and stomping" in the respondent's premises. The report states that when the security staff arrived there was "no noise, just talking". Another report states that a noise complaint was received at 0005 concerning the respondents apartment. When the security staff arrived at 0008, "all appeared quiet". Yet another report states that a noise complaint was received at 2332 and when the security staff

arrived at 2337, "all appeared OK". It does not appear that the security personnel dispatched to the premises wasted any time in arriving at the alleged scene of the disturbance, yet no disturbance was found.

The written complaint received from another tenant alleges drug trafficking at the respondent's rental premises. The writer complains about many people loitering in the halls and coming and going but the linkage to the respondent's apartment is vague. The respondent stated that he has had a kidney transplant and has no association with street drugs or the persons who use them.

In my opinion, the evidence the applicant has provided is largely hearsay. The complaints regarding the respondent are highly suspect given the direct knowledge provided in the signed security reports. I can not find sufficient evidence to support the allegations of disturbance.

The respondent did not dispute that the remainder of the security deposit had not been paid. I find the remainder of the security deposit to be overdue in the amount of \$550 and shall issue an order requiring the respondent to pay the applicant the balance of the deposit.

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Hal Logsdon  
Rental Officer