

IN THE MATTER between **LYNN ELKIN**, Applicant, and **PATTI JOHNSON**,
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:

LYNN ELKIN

Applicant/Landlord

- and -

PATTI JOHNSON

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 five thousand four hundred dollars (\$5400.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the required security deposit in the amount of three hundred thirty seven dollars and fifty cents (\$337.50).
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for water during the term of the tenancy by paying to the City of Yellowknife all overdue amounts for water supplied to the rental premises.

4. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 226 Fairchild Crescent, Yellowknife, NT shall be terminated on October 25, 2006 and the respondent shall vacate the premises on that date, unless this order is fully satisfied.

5. 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 6th day of October, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 6, 2006
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lynn Elkin, applicant Patti Johnson, respondent
<u>Date of Decision:</u>	October 6, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay the full amount of the required security deposit and failing to pay for water during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, balance of the required security deposit and amount due for water. The applicant sought termination of the tenancy agreement unless the rent arrears, water bills and balance of the security deposit were promptly paid.

The respondent sought to have this matter adjourned.. She stated that she needed additional time to sort out why the income assistance for her rent had not been forthcoming from the Government of the Northwest Territories. She stated that she had been in the hospital and had just recently been discharged and that her advocate was not in town. The applicant opposed the request.

This matter was previously adjourned with the consent of the applicant on September 19, 2006 to permit the respondent and her advocate time to determine why the disability assistance for rent and utilities had not been paid through the Income Security Program. Since that time another months rent has come due and the landlord alleges that no payments have been received. The request for adjournment was denied. In my opinion, it is reasonable to proceed with the determination of the matter while offering the respondent an opportunity to remedy any breach.

The applicant provided a copy of the rent ledger which indicated a balance owing in the amount of \$4387.50 as at September 1, 2006. This amount includes a debit for the security deposit in the amount of \$1350, and two credits for payments of security deposit totalling \$1012.50. The applicant stated that since the application was filed, the rent for October, 2006 had come due and no payments of rent had been received bringing the balance owing to \$5737.50. Segregating the rent from the security deposit results in alleged rent arrears of \$5400 and an alleged outstanding security deposit of \$337.50.

The applicant provided a notice from the City of Yellowknife dated August 25, 2006 indicating that the water account of the respondent had an outstanding balance of \$850.99. The applicant did not know the current balance of the account. The City of Yellowknife advised the Rental Officer that the balance owing on the account as at the date of the hearing was \$959.38.

The respondent did not dispute the allegations and stated that she had been assured by Income Security officials that the outstanding amounts would be paid in full as soon as she submitted her tax return to the Income Security Officer. She stated that she had already taken steps to have the tax return completed. She also stated that she had experienced numerous problems arranging appointments with the Income Security Officer who had not been explicit about what documentation was required in order to process the assistance.

The written tenancy agreement between the parties, which commenced on October 1, 2005, requires a security deposit in the amount of \$1350. Section 14(2) of the *Residential Tenancies*

Act sets out the payment of a security deposit.

- 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.**

Therefore the remaining portion of the security deposit is past due. I find that amount to be

\$337.50 calculated as follows:

Security deposit required	\$1350.00
Paid - Oct 14/05 (as per ledger)	(675.00)
Paid - December (as per ledger)	<u>(337.50)</u>
Balance owing	\$337.50

I find the rent arrears to be \$5400, calculated as follows:

Balance as per ledger (Sept 01/06)	\$4387.50
Less O/S security deposit	(337.50)
Plus October/06 rent	<u>1350.00</u>
Balance owing	\$5400.00

The tenancy agreement between the parties requires the tenant to pay for water during the term of the tenancy. I find the respondent in breach of that obligation and the amount owing to the City of Yellowknife to be \$959.38

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and outstanding security deposit are promptly paid to the applicant and the outstanding charges for water are promptly paid to the City of Yellowknife. The respondent sought October 31, 2006 as a date by which the amounts had to be paid but, in my opinion, October 25, 2006

provides sufficient time to remedy the situation if the respondent is eligible for the assistance she claims.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5400 and the remainder of the security deposit of \$337.50. The order shall also require the respondent to comply with her obligation to pay for the outstanding water charges and shall terminate the tenancy agreement on October 25, 2006 unless the ordered payments are not made in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer