

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **WILLIAM PERYOUAR**, 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:

YWCA OF YELLOWKNIFE

Applicant/Landlord

- and -

WILLIAM PERYOUAR

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 two thousand six hundred fifty dollars (\$2650.00).
2. 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 three hundred dollars (\$300.00).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 212, 4904 - 54 Avenue, Yellowknife, NT shall be terminated on May 31, 2007 and the respondent shall

vacate the premises on that date, unless payments of no less than one thousand four hundred dollars (\$1400.00) are made to the applicant in satisfaction of this order.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of May, 2007.

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");

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BETWEEN:

YWCA OF YELLOWKNIFE

Applicant/Landlord

-and-

WILLIAM PERYOUAR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 1, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Kate Wilson, representing the applicant
William Peryouar, respondent

Date of Decision: May 1, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent and security deposit were paid in full.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$2650 and an outstanding portion of the security deposit owing in the amount of \$300.

The tenancy agreement commenced on November 21, 2006 and required a security deposit of \$1200, of which only \$900 has been paid to date.

The respondent did not dispute the allegations.

The applicant stated that they would agree to continue the tenancy provided the respondent made payments of no less than \$1400 on or before May 31, 2007 and agreed to pay the balance of the in regular installments in addition to the monthly rent. The respondent agreed to the proposal and the parties agreed that the monthly payments could be arranged between them when the summer income of the respondent was known.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$2650.

I find the remainder of the required security deposit to be overdue in the amount of \$300. In my

opinion, there are sufficient grounds to terminate the tenancy agreement unless a payment of no less than \$1400 is made by the respondent to the applicant on or before May 31, 2007.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2650 and the remainder of the security deposit in the amount of \$300. The tenancy agreement shall be terminated on May 31, 2007 unless payments of no less than \$1400 are made to the applicant in satisfaction of this order.

The decision contained in this order was made known to the parties at the hearing.

Hal Logsdon
Rental Officer