

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JIM THOMPSON**, 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 -

JIM THOMPSON

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of August,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JIM THOMPSON**, 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-

JIM THOMPSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant
Connie Diener, representing the applicant
Jim Thompson, respondent

Date of Decision: August 27, 2008

REASONS FOR DECISION

Although their application alleges non-payment of rent, the applicant alleged at the hearing that the respondent had breached the tenancy agreement by failing to provide the full amount of the required security deposit. There is no evidence that the applicant served a notice of early termination pursuant to section 54(1)(c) of the *Residential Tenancies Act*.

The applicant provided a statement which indicated a balance of security deposit owing in the amount of \$560. The written tenancy agreement between the parties commenced on June 1, 2003 and required a security deposit of \$1120. A notation on the tenancy agreement indicates that \$560 was paid on June 3, 2003.

The respondent disputed the allegation testifying that he paid \$560 on June 3, 2003 and the remaining 50% of the security deposit about three months later. He stated that he paid the remainder of the security deposit in cash. The respondent did not produce any receipt for the second payment of the deposit.

I note that the transaction dates on the statement pertaining to the security deposit, both debits and credits, are identical (August 1, 2006). This date does not coincide with the receipt notation on the tenancy agreement or the testimony of either party. The applicant explained that a change in the accounting system caused all of the transaction dates pertaining to the security deposit to appear as August 1, 2006, the date of the transition to the new accounting system.

The applicant provided a ledger card which was used to record payments when the initial security deposit payment was made. The transaction date of the initial security deposit payment shown on the card was June 3, 2003. There was no other payment of security deposit indicated on the card.

Cross-referencing the rent payments shown on the ledger card with the rent payments shown on the statement, I find one payment of \$1125 on the ledger card which does not appear on the statement. Although the transaction dates on the ledger card do not always coincide exactly with those shown on the statement, the transaction months can be matched. The payment of \$1125 was received on April 30, 2004 and recorded as April, 2004 rent paid. Receipt #13995 was issued. There is no indication on either the rent statement or the ledger card that this payment was subsequently adjusted or reversed.

Applying the unaccounted payment of \$1125 to the balance shown on the statement of \$560, I find a credit balance in favour of the respondent in the amount of \$565. The evidence does not support the allegation that monies are owing to the applicant. Accordingly, the application is dismissed.

I note that this application was not made until July 15, 2008 although the remaining 50% of the security deposit became due on September 1, 2003. The applicant argued that, in her opinion, the respondent should be required to produce a receipt in order to successfully rebut the applicant's evidence. Notwithstanding that the applicant's own evidence failed to support the allegations, I ask the applicant to consider how reasonable it is to expect a tenant to keep a receipt for a security deposit for over five years when the landlord has taken no action to collect.

Hal Logsdon
Rental Officer
