

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **GEORGE LESSARD**, 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 -

**GEORGE LESSARD**

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 balance of the required security deposit in the amount of three hundred fifty dollars (\$350.00).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of January,  
2008.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **GEORGE LESSARD**, 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-

**GEORGE LESSARD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 15, 2008

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

**Appearances at Hearing:** Julia O'Brien, representing the applicant  
George Lessard, respondent

**Date of Decision:** January 18, 2008

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and the balance of the security deposit and terminating the tenancy agreement between the parties.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$1200. The applicant noted that the amount represented unpaid rent for the month of September, 2006. No rent payment for September, 2006 is recorded on the applicant's statement. The statement also indicates that only \$600 of the required \$1200 security deposit has been paid.

The respondent disputed the allegations and provided a receipt in evidence indicating that \$1200 was paid to the applicant on September 7, 2006 for the September, 2006 rent. The respondent also provided a receipt indicating that a payment of \$700 was made on June 16, 2006. The respondent's statement shows a payment of only \$100. The respondent noted that an incentive, contained in the tenancy agreement, whereby the tenant was to receive a rent credit of \$250 at the end of the term, had not been applied. The respondent provided his own statement in evidence which indicated a credit balance of \$850.

The applicant acknowledged that the September, 2006 rent had been paid but had not been recorded. The applicant also acknowledged that the end of term rent incentive had not been applied. The applicant noted that the June 16, 2006 receipt for \$700 represented a payment of

\$600 toward the security deposit and \$100 toward the rent. This allocation is also reflected on the statement. Making these adjustments to the applicant's statement results in a credit balance of \$250, calculated as follows:

Balance of rent as per applicant's statement	\$1200
Less September 7, 2006 payment	(1200)
Less uncredited incentive	<u>(250)</u>
Credit	(\$250)

Examination of the respondent's statement also reveals some errors. The August, 2007 rent is missing as is the payment of \$1200 for the August rent. The applicant's statement indicates that the August rent was paid in full. The statement indicates a payment of rent on June 16, 2006 of \$700 but the receipt clearly indicates that \$600 of that amount was allocated to the payment of the security deposit. Making these adjustments to the respondent's statement also results in a credit balance of \$250, calculated as follows:

Balance of rent as per respondent's statement	(\$850)
Plus missing August rent	1200
Less August rent payment	(1200)
Less security deposit	<u>600</u>
Credit	(\$250)

My calculations also result in a credit balance of \$250.

Rent, June/06	\$600
Rent July/06	700
Rent Aug/06 to May/07 (\$1200 X 10)	12,000
Rent June/07	950
Rent July/07 to Nov/07 (\$1200 X 5)	6000
Rent Nov/07 to Dec/07 (\$1275 X 2)	2550
Total amount paid	<u>(23,050)</u>
Credit balance	(\$250)

I find no rent arrears, therefore the applicant's request for an order regarding rent arrears is denied.

I find no evidence that the remaining \$600 of the required security deposit has been paid. The respondent asked that any credit of rent be applied to the payment of the security deposit.

Applying the credit accordingly, I find the balance of the security deposit to be \$350. The amount is small and no notice of early termination was served on the respondent regarding the security deposit. Therefore the request for an order terminating the tenancy agreement is denied.

An order shall issue requiring the respondent to pay the applicant the balance of the security deposit in the amount of \$350.

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Hal Logsdon  
Rental Officer