

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **GRACE KARAMBI**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

GRACE KARAMBI

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 six hundred forty two dollars and fifty cents (\$642.50).
2. 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 12th day of February, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **GRACE KARAMBI**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

GRACE KARAMBI

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 7, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Grace Karambi, respondent (by telephone)

Date of Decision: February 7, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to provide the balance of the required security deposit and failing to pay the rent on the days it was due. The applicant stated that the rent had been paid in full and withdrew the request for an order terminating the tenancy agreement in favour of an order requiring the respondent to pay the alleged outstanding security deposit and to pay future rent on time.

The applicant provided a statement which indicated that 50% of the required security deposit in the amount of \$642.50 was outstanding. The tenancy agreement between the parties commenced on October 1, 2007 and required the rent to be paid monthly in advance. The statement indicated that the rent had not always been paid in advance.

The applicant did not dispute the allegations.

I find the respondent in breach of her obligation to pay the remaining balance of the required security deposit and find the amount owing to be \$642.50. I also find the respondent in breach of her obligation to pay the monthly rent on the days it is due.

An order shall issue requiring the respondent to pay the applicant the remaining balance of the

security deposit in the amount of \$642.50 and to pay future rent on time.

Hal Logsdon
Rental Officer