

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **DELORES MANDEVILLE**, 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 -

**DELORES MANDEVILLE**

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 five hundred sixty nine dollars and ninety five cents (\$2569.95).
2. 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 102, 4905 - 54 Avenue, Yellowknife, NT shall be terminated on March 12, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears and the March, 2008 rent in the total amount of three thousand eight hundred fifty four dollars and ninety five cents (\$3854.95) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
  
4. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, provided the tenancy agreement between the parties continues past March 12, 2008, the respondent shall pay the applicant the balance of the required security deposit in the amount of six hundred forty three dollars (\$643.00).

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **DELORES MANDEVILLE**, 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-

**DELORES MANDEVILLE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 26, 2008

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

**Appearances at Hearing:** Julia O'Brien, representing the applicant  
Delores Mandeville, respondent

**Date of Decision:** February 26, 2008

**REASONS FOR DECISION**

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

The applicant provided a statement of account in evidence which indicated a balance owing of \$4522.95. The applicant noted that the statement included the March, 2008 rent which had not yet come due. The statement indicated that no payments of rent had been made since December 6, 2007. The statement also included an outstanding security deposit amount of \$643 and an application fee of \$25.

The tenancy agreement between the parties commenced on November 1, 2007 although it appears that the respondent did not take possession until November 19, 2007 as the first months rent was prorated to that date.

The respondent did not dispute the allegations and stated that she had applied for a loan and expected approval within the current week. She stated that she would be able to pay the rent arrears in full when she received the loan.

The statement includes an “application fee” of \$25 which was charged to the respondent on October 30, 2007, prior to the commencement of the tenancy agreement. The applicant described

the fee as an amount charged to a prospective tenant to cover the cost of a credit report. The application fee has not been paid and is part of the relief sought by the applicant. The charge is neither rent nor part of the security deposit as it is in excess of either amount as set out in the tenancy agreement. I find nothing in the tenancy agreement or the Act authorizing the applicant to collect such a fee from the respondent or obligating the respondent to pay the fee. The request for relief for the application fee is therefore denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$2569.95, calculated as follows:

Balance as per statement	\$4522.95
Less March, 2008 rent	(1285.00)
Less outstanding security deposit	(643.00)
Less application fee	<u>(25.00)</u>
Rent arrears	\$2569.95

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2569.95 and terminating the tenancy agreement on March 12, 2008 unless the rent arrears and the March, 2008 rent in the total amount of \$3854.95 is paid in full. I calculate that amount as follows:

Rent arrears	\$2569.95
March, 2008 rent	<u>1285.00</u>
Total	\$3854.95.

Should the tenancy agreement continue, the respondent is ordered to pay future rent on time and to pay the balance of the required security deposit.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer