

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SLADJANA PETROVIC**, 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 -

SLADJANA PETROVIC

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 five hundred eighty five dollars (\$585.00).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SLADJANA PETROVIC**, 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-

SLADJANA PETROVIC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Sladjana Petrovic, respondent

Date of Decision: April 9, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full security deposit. The applicant requested an order requiring the respondent to pay the alleged rent arrears and the remainder of the security deposit.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$585 and a balance of security deposit owing in the amount of \$800.

The respondent testified that there was not a written tenancy agreement between the parties and there was no security deposit required. The tenancy agreement provided by the applicant in evidence was unsigned by either party and did not require any security deposit. I find no evidence to support the requirement of a security deposit in this tenancy agreement. The applicant's request for an order requiring the payment of a security deposit is therefore denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$585. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$585.

Hal Logsdon
Rental Officer