

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MELISSA BRANT**, 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 -

MELISSA BRANT

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 nine hundred fifty two dollars and fifty cents (\$2952.50).
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 G212, 900 Lanky Court, Yellowknife, NT shall be terminated on October 3, 2008 and the respondent shall vacate the premises on that date unless rent arrears and the October, 2008 rent in the total amount of four thousand four hundred thirty seven dollars and fifty cents (\$4437.50) are paid in full.

3. 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 25th day of September, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MELISSA BRANT**, 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-

MELISSA BRANT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 23, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Melissa Brant, respondent

Date of Decision: September 23, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$2970.

The statement includes charges and payments of the security deposit as well as rent. The total security deposit charges indicated on the statement are \$1502.50 which is in excess of one months rent. The monthly rent and the required security deposit shown on the tenancy agreement are both \$1485. Therefore the respondent has been charged \$17.50 more than permitted for the security deposit and the balance on the statement should be reduced to \$2952.50.

Although the statement indicated that only \$760 of the required \$1485 security deposit had been paid, the applicant testified that the security deposit had been paid in full.

The respondent did not dispute the allegations and indicated that she would be able to pay the rent arrears and the October, 2008 rent by October 3, 2008. The applicant agreed to continue the tenancy agreement if the rent arrears and the October, 2008 rent were paid by that date.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2952.50 calculated as follows:

Balance as per statement	\$2970.00
less over charge on security deposit	<u>(17.50)</u>
Balance of rent owing applicant	\$2952.50

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 \$2952.50 and terminating the tenancy agreement on October 3, 2008 unless those rent arrears and the October rent in the total amount of \$4437.50 are paid in full. The order shall also require the respondent to pay future rent on time.

Hal Logsdon
Rental Officer