

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KERA MISLING**, 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 -

KERA MISLING

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January,
2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **KERA MISLING**, 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-

KERA MISLING

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Kera Misling, respondent

Date of Decision: January 9, 2009

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the required security deposit and sought an order requiring the respondent to pay the balance owing and terminating the tenancy agreement unless it was promptly paid.

The applicant provided a statement indicating a balance owing in the amount of \$750.

The respondent did not dispute the allegations.

Section 14(2) of the *Residential Tenancies Act* sets out payment requirements for security deposits.

- 14.(2) Where a tenant is liable for a security deposit for a tenancy other than a weekly tenancy, the tenant may pay**
- (a) 50% of the security deposit at the commencement of the tenancy; and**
 - (b) the remaining 50% of the security deposit within three months of the commencement of the tenancy.**

This tenancy agreement commenced on October 1, 2008 and 50% of the required security deposit was paid in advance. Pursuant to section 14(2), the remainder of the deposit had to be paid no later than December 31, 2008. The application was filed on December 10, 2008. The respondent was not in breach of her obligation to pay the security deposit when the application was filed.

The tenant acknowledges that the remainder of the security deposit is now overdue and she is now in breach of her obligation to provide the deposit in accordance with the Act. However in my opinion, it is not appropriate to issue an order in this case. To do so would set a precedent that an applicant may file in anticipation of a breach which is certainly not the intention of the statute.

The applicant may file another application if the outstanding balance of the security deposit is not paid but this application shall be dismissed.

Hal Logsdon
Rental Officer