

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHAEL JOKO**, 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 -

MICHAEL JOKO

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 one hundred dollars (\$100.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining balance of the security deposit in the amount of six hundred dollars (\$600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 1st day of May,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHAEL JOKO**, 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-

MICHAEL JOKO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 29, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Michael Joko, respondent

Date of Decision: May 1, 2008

REASONS FOR DECISION

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

The applicant provided a statement which indicated a balance of rent owing in the amount of \$265 and an outstanding security deposit amount of \$600.

The respondent stated that he was unaware that he was in arrears of rent. The applicant noted that the payment for the April, 2007 rent was short \$100 and that the respondent failed to pay the rent increase of \$165 which came into effect on April 1, 2008. The respondent testified that he was unaware of the rent increase and did not receive any rent increase notice. The applicant provided a copy of the notice, dated December 10, 2007 and stated that it was most likely slid under the door to the respondent's apartment as most notices were delivered in this manner. There was no evidence that the notice had been sent by registered mail or personally served on the respondent.

The respondent did not dispute the security deposit but stated that he understood that the landlord had agreed to permit him to pay it when he had the resources to do so. The tenancy agreement between the parties commenced on April 1, 2007.

The rent increase notice entered in evidence by the applicant and dated December 10, 2007 sets out three possible rent increases to be effective on April 1, 2008 depending on the term of the tenancy agreement requested by the tenant. The notice also states that if the tenant fails to elect one of the three choices by March 31, 2008, the tenancy agreement will be automatically renewed on a monthly basis at the highest monthly rent. There has not been a rent increase in the past 12 months for the premises. The notice itself is in accordance with the rent increase provisions set out in section 47 of the *Residential Tenancies Act* but the service of the notice is disputed.

Sections 47(2) and 71 set out requirements for service.

47.(2) The landlord shall give the tenant notice of the rent increase in writing at least three months before the date the rent increase is to be effective.

71.(1) Subject to subsection (3), any notice, process or document to be served by or on a landlord, a tenant or the rental officer may be served by personal delivery or by registered mail to the landlord at the address given in the tenancy agreement or mailed to the tenant at the address of the rental premises and to the rental officer at the address of the office of the rental officer.

(2) A notice, process or document sent by registered mail shall be deemed to have been served on the 7th day after the date of mailing.

(3) Where a notice cannot be served personally on a tenant or a landlord who is absent or evading service, the notice may be served on the tenant or the landlord by serving it on any adult who apparently

resides with the tenant or landlord.

There is no evidence that the respondent was given the notice of rent increase as required by section 47(2). The applicant can not rely on sliding the document under the apartment door as a method of service if, in fact, that was the method used to deliver the notice.

Therefore the rent increase applied on April 1, 2008 is not in accordance with the Act and the request for the \$165 is denied.

I find no evidence to refute the applicant's evidence that the April, 2007 rent payment was \$100 short and find the rent arrears to be \$100.

Section 14(2) of the *Residential Tenancies Act* sets out how a security deposit may be paid.

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.

There is no provision in the tenancy agreement for other security deposit payment arrangements and any other arrangements would, in any case, be contrary to the Act and of no effect. This tenancy agreement has been in effect since April 1, 2007. The applicant is entitled to enforce the payment provisions contained in the Act.

I find the respondent in breach of his obligation to pay rent and his obligation to pay the required security deposit. An order shall issue requiring the respondent to pay rent arrears of \$100 and the outstanding balance of the required security deposit in the amount of \$600.

Hal Logsdon
Rental Officer