

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LINDA TOURANGEAU**, 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 -

LINDA TOURANGEAU

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 three hundred eighty four dollars and fifty cents (\$384.50).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of June, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LINDA TOURANGEAU**, 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-

LINDA TOURANGEAU

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 20, 2008, continued on June 3, 2008
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Julia O'Brien, representing the applicant Linda Tourangeau, respondent Arlene Hache, representing the respondent (May 20, 2008 only)
<u>Date of Decision:</u>	June 3, 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 amount 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 of \$1104.50 of which \$384.50 was rent arrears and \$720 was outstanding security deposit. The respondent disputed the security deposit stating that she had attended a rental hearing in 2005 where the landlord indicated that her security deposit had been paid in full. The respondent did not think the amount of rent owing was correct and asked for an adjournment to compare her receipts to the statement. The matter was adjourned to June 3, 2008.

At the continuation of the hearing, the respondent acknowledged the rent arrears of \$384.50.

The applicant and respondent appeared at a hearing on December 16, 2005 regarding an application made by the landlord for the same premises. At that hearing, the applicant's representative stated that the security deposit of \$1200 had been paid in full and withdrew the application.

Although the applicant's statement indicates an outstanding portion of the security deposit, it does

not agree with the previous testimony given by the applicant. I am not convinced that the statement is correct. The landlord would surely have proceeded with the application if the security deposit was outstanding. The applicant acknowledged that the entries on the statement do not conform to the actual transaction dates, further reducing my confidence in the accuracy of the statement. In my opinion, the evidence does not support that any of the required security deposit is outstanding.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$384.50. Given the small amount of the arrears, in my opinion, termination of the tenancy agreement is not reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$384.50.

Hal Logsdon
Rental Officer
