

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KELLY BROWN AND SHERI COXFORD**, Respondents;

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 **INUVIK, NT.**

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**KELLY BROWN AND SHERI COXFORD**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. The application is dismissed.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of September, 2008.

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Hal Logsdon  
Rental Officer

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-and-

**KELLY BROWN AND SHERI COXFORD**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 10, 2008

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Beverly Fahlman, representing the applicant  
Kelly Brown, respondent  
Sheri Coxford, respondent

**Date of Decision:** September 10, 2008

### **REASONS FOR DECISION**

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

The applicant provided a statement which indicated a balance owing in the amount of \$2175. The applicant testified that a payment of \$1000 had recently been made which did not appear on the statement. The statement also indicates that a security deposit of \$1850 was charged. One payment of \$800 is recorded as a security deposit payment. The tenancy agreement provided in evidence was made for a term of one year commencing on April 1, 2007.

The respondents stated that at the expiry of the tenancy agreement on March 31, 2008 the parties agreed to terminate the agreement. The respondents stated that a new tenancy agreement was formed between the applicant and Ms. Coxford and Scott Kasook as joint tenants. Ms. Coxford stated that landlord's property manager had accepted Mr. Kasook's application and indicated to her that he would draft a written agreement and send it to her for execution. She stated that she never received it and the property manager was replaced by a new manager. The current property manager stated that she had no record of any new tenancy agreement being drafted. The applicant also stated that there was no evidence that the security deposit for the original term agreement was retained or returned at the expiry of that agreement.

The statement contains double entries of \$119.35 and \$3.23 for prorated rent for two days in March, 2007. The statement also contains three entries of \$25 for late rent penalties. The late rent penalties applied by the applicant are not consistent with Section 41 of the *Residential Tenancies Act* and are therefore denied. Correcting the double entries and adjusting the balance to account for the security deposit entries, I do not find any rent owing. In fact there is a rent credit of \$72.58, calculated as follows:

Balance as per statement	\$2175.00
Unrecorded payment	(1000.00)
Security deposit balance owing	(1050.00)
Double entry corrected	(119.35)
Double entry corrected	(3.23)
Late rent penalties	<u>(75.00)</u>
Balance of rent owing	(\$72.58)

Although the applicant's rent statement appears to suggest that there is an outstanding portion of the required security deposit of \$977.42 (\$1050.00 less the rent credit of \$72.58), the application and a previous notice to the respondent make no mention of an outstanding security deposit. If, in fact, the parties terminated the term agreement on March 31, 2008, then Mr. Brown's obligation to provide any security deposit is moot. In my opinion, there is not sufficient evidence to determine the security deposit issue. The application is therefore dismissed.

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Hal Logsdon  
Rental Officer