

IN THE MATTER between **ALBERT FAILLE APARTMENTS**, Applicant, and
NICOLE ISAIAH, 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 **FORT SIMPSON, NT**.

BETWEEN:

ALBERT FAILLE APARTMENTS

Applicant/Landlord

- and -

NICOLE ISAIAH

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 thousand three hundred dollars (\$1300.00).
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 Apartment 306, 9818 - 100 Avenue, Fort Simpson, NT shall be terminated on December 3, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears, the balance of the required security deposit and the December, 2008 rent in the total amount of three thousand one hundred dollars (\$3100.00) 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 20th day of November, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

ALBERT FAILLE APARTMENTS

Applicant/Landlord

-and-

NICOLE ISAIAH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 19, 2008

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: John Homister, representing the applicant
Nicole Isaiah, respondent

Date of Decision: November 19, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the remaining balance of the security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears and security deposit were paid in full. The applicant stated that he no longer sought relief from the alleged disturbances outlined in the application as no further disturbances have occurred since the application was filed.

The applicant testified that the full amount of the November, 2008 rent (\$1200) and a portion of the August, 2008 rent (\$100) was outstanding, bringing the balance of rent owing to \$1300. The applicant also stated that only 50% of the required security deposit had been paid, leaving a balance owing of \$600. The written tenancy agreement between the parties commenced on April 1, 2008 and required a security deposit of \$1200, equal to one month's rent.

The respondent did not dispute the allegations and stated that she would be able to pay the outstanding rent arrears, the balance of the security deposit and the full amount of the December, 2008 rent on or before December 3, 2008. The applicant accepted the proposal.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the balance of the required security deposit. I find the rent arrears to be \$1300 and the outstanding security deposit to be \$600. In my opinion, there are sufficient grounds to terminate the tenancy

agreement on December 3, 2008 unless the rent arrears, the balance of the security deposit and the December, 2008 rent are paid in full. I calculate that amount to be \$3100.

Rent arrears	\$1300
Balance of security deposit	600
December/08 rent	<u>1200</u>
Total	\$3100

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1300 and terminating the tenancy agreement on December 3, 2008 unless the rent arrears, the outstanding security deposit and the December, 2008 rent in the total amount of \$3100 are paid in full. The order shall also require the respondent to pay future rent on time

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer