

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **SHAWN ALDERMAN**, 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 -

**SHAWN ALDERMAN**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 54(1)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 1, 5201-51st Street, Yellowknife, NT shall be terminated on November 14, 2008 and the respondent shall vacate the premises on that date unless the remainder of the required security deposit in the amount of six hundred ninety five dollars (\$695.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of  
November, 2008.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **SHAWN ALDERMAN**, 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-

**SHAWN ALDERMAN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 4, 2008

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

**Appearances at Hearing:** Connie Diener, representing the applicant  
Shawn Alderman, respondent

**Date of Decision:** November 4, 2008

### **REASONS FOR DECISION**

The applicant alleged that the respondent had failed to pay the full amount of the required security deposit and sought an order terminating the tenancy agreement unless the balance of the security deposit was paid in full.

The applicant provided a copy of the tenancy agreement in evidence which indicated that the tenancy agreement commenced on July 10, 2008 and that a security deposit in the amount of \$1395 was required. The applicant also provided a statement which indicated that \$700 had been paid, leaving a balance owing in the amount of \$695. The applicant served a notice of early termination on the respondent on October 3, 2008 seeking vacant possession on October 13, 2008. The respondent remains in possession of the rental premises.

The respondent acknowledged that he had paid only \$700 of the security deposit but argued that he had not been told that it did not represent the full amount of the required security deposit. The respondent stated that he had rented an apartment from the same landlord in British Columbia with the same form of tenancy agreement. The respondent acknowledged that the current tenancy agreement required a security deposit of \$1395.

Section 14 of the *Residential Tenancies Act* sets out the maximum amount of a security deposit a landlord may demand and how the deposit may be paid.

**14.(1) No landlord shall require or receive a security deposit from a tenant other than**

- (a) in the case of a weekly tenancy, an amount equal to the rent for a period not exceeding one week; or**
- (b) in the case of a tenancy other than a weekly tenancy, an amount equal to the rent for a period not exceeding one month.**

**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.**

Since this tenancy agreement commenced over three months ago, the remainder of the required security deposit is overdue. The tenancy agreement sets out the required security deposit as \$1395. The parties agree that only \$700 was paid. The remaining \$695 is overdue.

The respondent's confusion regarding his obligation to provide a security deposit may be due in part to his experience as a tenant in British Columbia. In British Columbia, the maximum security deposit a landlord may require is half of one month's rent and the entire amount is due at the commencement of the tenancy agreement. Nevertheless, the respondent can not rely on a British Columbia statute or the fact that he rented from the same landlord with the same form of tenancy agreement as a defence. Even if the landlord failed to inform the respondent of his obligations under the NWT statute, which isn't the landlord's responsibility, the tenancy agreement the respondent signed clearly sets out the required security deposit as \$1395, not \$700.

I find the respondent in breach of his obligation to provide the full amount of the security

deposit. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the remainder of the required security deposit is paid in full. I find the outstanding balance of the security deposit to be \$695.

An order shall issue terminating the tenancy agreement on November 14, 2008 unless the remainder of the required security deposit in the amount of \$695 is paid in full.

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

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Hal Logsdon  
Rental Officer