

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JUSTIN COUCH**, 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 -

JUSTIN COUCH

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 seven hundred seventy six dollars and twenty nine cents (\$1776.29).
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 114, 5603 51A Avenue, Yellowknife, NT, shall be terminated on September 25, 2009 and the respondent shall vacate the premises on that date unless the respondent pays the applicant at least one thousand one hundred seventy nine dollars and sixty cents (\$1179.60).

3. 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 114, 5603 51A Avenue, Yellowknife, NT, shall be terminated on October 9, 2009 and the respondent shall vacate the premises on that date unless the respondent pays the applicant the remainder of the rent arrears and part of the October, 2009 rent in the amount of one thousand one hundred seventy nine dollars and sixty cents (\$1179.60).
4. 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 114, 5603 51A Avenue, Yellowknife, NT, shall be terminated on October 23, 2009 and the respondent shall vacate the premises on that date unless the respondent pays the applicant the remainder of the October, 2009 rent and the balance of the required security deposit in the amount of one thousand one hundred seventy nine dollars and fifty nine cents (\$1179.59).
5. 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 18th day of September, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JUSTIN COUCH**, 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-

JUSTIN COUCH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 16, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Justin Couch, respondent

Date of Decision: September 16, 2009

REASONS FOR DECISION

The application was made against Tyler Andrews and Justin Couch as joint tenants and the tenancy agreement provided in evidence was made between the applicant and Tyler Andrews and Justin Couch as joint tenants. Mr. Couch indicated that Mr. Andrews was no longer living in the premises and that the tenants had asked that he be removed from the tenancy agreement, however no new tenancy agreement has been formed. Because Mr. Andrews was not served with a Notice of Attendance, the applicant elected to proceed against Mr. Couch alone. The style of cause of the order shall be amended accordingly.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were promptly paid.

The applicant provided a statement in evidence which indicated a balance of rent arrears in the amount of \$2070.04. The monthly rent for the premises is \$1175.

The tenancy agreement commenced on July 4, 2009 and a security deposit of \$1175 was required. Section 14(2) of the *Residential Tenancies Act* permits a tenant to pay the required security deposit in installments.

- 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.

The statement indicates that 50% of the security deposit was paid at the commencement of the tenancy, however 75% has been charged on the statement. Because the remainder of the required security deposit is not yet due, the amount of rent owing as indicated on the statement is overstated by \$293.75.

The respondent did not dispute the allegation that he owed rent. The parties agreed that the rent arrears, the October, 2009 rent and the remainder of the required security deposit would be paid in accordance with the following schedule:

1. The respondent shall pay the applicant \$1179.60 on or before September 25, 2009. This represents partial payment of the rent arrears. If the payment is not made in full, the tenancy agreement shall be terminated on that day.
2. The respondent shall pay the applicant another payment of \$1179.60 on or before October 9, 2009. This represents the remainder of the rent arrears and partial payment of the October, 2009 rent. If the payment is not made in full, the tenancy agreement shall be terminated on that day.
3. The respondent shall pay the applicant \$1179.59 on or before October 23, 2009. This represents the remainder of the October, 2009 rent and the remainder of the required security deposit. If the payment is not made in full, the tenancy agreement shall be terminated on that day.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be

\$1776.29 calculated as follows:

Balance as per statement	\$2070.04
Less security deposit charge	<u>(293.75)</u>
Rent arrears	\$1776.29

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1776.29 and terminating the tenancy agreement if the rent arrears, the October, 2009 rent and the remainder of the require security deposit are not paid in accordance with this order. After the arrears and October, 2009 rent are paid in full, the respondent is ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer