

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **BEAU CHRISTENSEN AND JENNA CONRAD**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

5655 NWT LTD.

Applicant/Landlord

- and -

BEAU CHRISTENSEN AND JENNA CONRAD

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand four hundred dollars and seventy two cents (\$2400.72).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of electricity which will be paid on their behalf in the amount of five hundred eight dollars and thirty seven cents (\$508.37).

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3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of September, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **BEAU CHRISTENSEN AND JENNA CONRAD**, 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.

BETWEEN:

5655 NWT LTD.

Applicant/Landlord

-and-

BEAU CHRISTENSEN AND JENNA CONRAD

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: September 8, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lynn Elkin, representing the applicant

Date of Decision: September 8, 2010

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail but confirmation of delivery was not obtained. The rental officer called the respondents at their home phone number and left a voice mail message setting out the date, time and place of the hearing. I am satisfied that the respondents had the opportunity to attend the hearing and find it reasonable to deem the notices served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to pay for electricity and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears, electricity costs paid by the applicant on behalf of the respondents and the alleged balance of the required security deposit.

At the hearing, the applicant also requested an order terminating the tenancy agreement but that remedy is not stated in the application. In my opinion, it is not reasonable to seek a termination order unless it is set out in the application, particularly when the respondent does not attend the hearing. Therefore the request for a termination order is denied.

The applicant provided a statement of account which indicated a balance of rent owing of \$2400.72. The statement also indicates that \$1320 has been paid toward the required security

deposit of \$1800.

The applicant provided a copy of the tenancy agreement in evidence which sets out the tenants' obligation to pay for electricity during the term of the tenancy agreement. The applicant testified that the respondents had not opened an account for electricity and the account had remained in the landlord's name. The applicant stated they had recently received a electricity bill for \$508.37 which was to be paid that day.

Section 14(2) of the *Residential Tenancies Act*, permits a tenant to pay the required security deposit in two 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 tenancy agreement between the parties commenced on June 13, 2010. The respondents have paid more than the required 50% of the security deposit and the remaining portion is not due until September 13, 2010. Therefore the respondents are not in breach of their obligation to provide the balance of the security deposit at this time and the applicant's request for an order requiring the respondents to pay the balance must be denied.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2400.72. I find the respondents in breach of their obligation to pay for electricity and find the

amount that will be paid by the applicant to be \$508.37. An order shall issue requiring the respondents to pay the applicant rent arrears of \$2400.72, electrical costs of \$508.37 and to pay future rent on time.

Hal Logsdon
Rental Officer