

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **STEPHANIE FOX**, Respondent;

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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

STEPHANIE FOX

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 fifty dollars (\$1750.00).
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 315, 490 Range Lake Road, Yellowknife, NT shall be terminated on the following dates unless the following payments are made by the respondent to the applicant:
 - a) Termination on December 31, 2010 unless a payment of rent arrears and a

portion of the outstanding security deposit in the total amount of two thousand dollars (\$2000.00) is made on or before that date.

- b) Termination on January 24, 2011 unless the remainder of the required security deposit and the rent for January, 2011 in the total amount of one thousand eight hundred twelve dollars and fifty cents (\$1812.50) is made on or before that date.

- 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 3rd day of December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **STEPHANIE FOX**, 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-

STEPHANIE FOX

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 1, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant
Stephanie Fox, respondent

Date of Decision: December 1, 2010

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$1750 and an outstanding balance of the security deposit owing of \$687.50. The monthly rent for the premises is \$1375.

The respondent stated that she thought she had paid the security deposit at the commencement of the tenancy agreement. The statement indicates that the first payment made by the respondent at the commencement of the tenancy agreement was \$2062.50 which would logically be the first month's rent (\$1375) plus 50% of the required security deposit ($\$1375/2 = \687.50). However a notation on that entry, "812.50 is for a damage" is confusing and the applicant did not know what it meant. Without any additional evidence, I am satisfied that 50% of the required security deposit (\$687.50) is still due; the remaining \$1750 is rent arrears.

The respondent stated that she and her partner had both experienced periods of unemployment causing them to fall behind with the rent. She stated that she could pay \$2000 by December 31, 2010 and try to pay the remainder and the January, 2011 rent by January 24, 2011. The applicant

accepted that payment schedule as reasonable.

I find the respondent in breach of her obligation to pay rent and her obligation to pay the remainder of the required security deposit. I find the rent arrears to be \$1750 and the outstanding security deposit to be \$687.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement on either of the payment due dates if the agreed upon payment is not made on or before that day.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1750 and terminating the tenancy on either of the payment due dates if the required payment is not paid in full. Should the tenancy agreement continue the respondent is also ordered to pay the monthly rent on time.

Hal Logsdon
Rental Officer