

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ANGELA COCKNEY**, 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 **INUVIK, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

ANGELA COCKNEY

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 nine hundred eighteen dollars (\$1918.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant cost of a call-out when the respondent locked herself out of the apartment in the amount of seventy eight dollars and seventy five cents (\$78.75).

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

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ANGELA COCKNEY**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

ANGELA COCKNEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2010

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant (by telephone)

Date of Decision: December 9, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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

The applicant provided a copy of the tenant ledger in evidence which indicated a balance owing in the amount of \$2021.75. Included in that amount is a charge of \$78.75 for a call out to unlock the door to the respondent's apartment after she had locked herself out.

The tenancy agreement between the parties sets out the monthly rent for the unfurnished apartment as \$1850 and requires a security deposit of \$1850. The ledger, however indicates a monthly rent of \$1850 plus an additional monthly charge of \$50 for furniture. A security deposit of \$1875 has been charged and paid. The applicant explained that after the tenancy agreement was executed, the respondent wanted some furnishings and the additional charge was applied. The applicant stated that an additional "furniture agreement" had been executed but did not provide a copy of that agreement in evidence.

It is not unreasonable to levy an additional charge for a service or facility which was not initially provided in the tenancy agreement but is later requested by the tenant and provided by the

landlord. In my opinion, such an addition does not constitute a rent increase. However, it is not reasonable, in my opinion, to then increase the amount of security deposit set out in the tenancy agreement if an additional service or facility is requested by the tenant and provided by the landlord. I find, therefore, that the \$1875 security deposit collected from the respondent is \$25 more than the amount set out in the tenancy agreement and that the extra \$25 collected should be applied to the rent.

I find the respondent in breach of her obligation to pay rent and her obligation to pay the call out charge. I find the rent arrears to be \$1918 calculated as follows:

Balance as per ledger	\$2021.75
Less call-out charge	(78.75)
Less excess Security deposit	<u>(25.00)</u>
Rent arrears	\$1918.00

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1918 and call out charges of \$78.75.

Hal Logsdon
Rental Officer