

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SANDRA DRYBONES**, 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 -

SANDRA DRYBONES

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 three hundred seventy five dollars (\$1375.00).
2. 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 4th day of February,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **SANDRA DRYBONES**, 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-

SANDRA DRYBONES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 1, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant

Date of Decision: February 1, 2011

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 and terminating the tenancy agreement unless the rent arrears are promptly paid. The applicant withdrew their request for an order evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1718.75. This includes the February, 2011 rent. Rent is due monthly in advance. The monthly rent for the premises is \$1375. It also includes charges for the full amount of the security deposit.

Although the written tenancy agreement between the parties indicates that the tenancy agreement commenced on November 1, 2010 the rent statement indicates that possession did not occur until November 5, 2010 and the rent for November, 2010 was prorated. Therefore, the tenancy agreement commenced on November 5, 2010.

The respondent was charged and paid 50% of the security deposit. The statement indicates that

an additional 25% of the required security deposit was charged on January 1, 2011 and paid. The remaining 25% of the required security deposit (\$343.75) was charged on February 1, 2011 and has not been paid.

Section 14(2) of the *Residential Tenancies Act* permits a tenant to pay a 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.**

I shall assume that the tenant elected to pay more than the initial 50% of the security deposit before February 5, 2011. However the respondent is not obligated to pay the remaining balance until that date. Therefore the balance of rent owing is only \$1375 which represents the February, 2011 rent.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$1375, calculated as follows:

Balance as per statement	\$1718.75
less security deposit charge	<u>(343.75)</u>
Total	\$1375.00

The arrears represent only a portion of the February, 2011 rent which is less than one day late. In my opinion, an order conditionally terminating the tenancy agreement is unwarranted.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1375 and to pay future rent on time.

Hal Logsdon
Rental Officer