

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
BRIAN KOTCHEA AND LYLA PIERRE, 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 **TROUT LAKE, NT**.

BETWEEN:

NWT HOUSING CORPORATION

Applicant/Landlord

- and -

BRIAN KOTCHEA AND LYLA PIERRE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. 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 3rd day of
November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and
BRIAN KOTCHEA AND LYLA PIERRE, 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:

NWT HOUSING CORPORATION

Applicant/Landlord

-and-

BRIAN KOTCHEA AND LYLA PIERRE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 21, 2011**

Place of the Hearing: **Yellowknife, NT via teleconference**

Appearances at Hearing: **Chris Hewitt, representing the applicant**
 Brian Kotchea, respondent
 Lyla Pierre, respondent

Date of Decision: **November 3, 2011**

REASONS FOR DECISION

The applicant alleged that the respondents had failed to pay the required security deposit of \$500 and had failed to pay rent on the days it was due. The applicant stated that since the application was filed, all rent arrears have been paid. The applicant withdrew their request for an order to terminate the tenancy agreement and sought only an order requiring the respondents to pay the alleged outstanding security deposit and to pay future rent on time. The premises are subsidized public housing.

The applicant provided a copy of the cash ledger kept in the District Office which indicated a balance owing of \$1250 as at August 1, 2011. The applicant stated that since that date the September rent (\$150) and October rent (\$150) had come due and payments totalling \$1050 had been made bringing the balance owing to \$500 which the applicant stated was the outstanding security deposit. The \$500 debit for the security deposit was posted on October 1, 2009 although the tenancy agreement appears to have commenced in April, 2006.

I also obtained a copy of a statement prepared in Headquarters which indicates a zero balance owing as at October 12, 2011. The debits and credits are identified only by date but there is no debit of \$500 on the statement, suggesting that the security deposit accounting is not included in this statement.

The respondents did not dispute that the rent had not been paid on time in the past but stated that

they paid the \$500 security deposit when they took possession of the premises on May 26, 2006.

No receipt or other evidence of payment was provided.

The tenancy agreement provided in evidence by the applicant is made for a term commencing on April 1, 2010 and ending on March 31, 2012. Article 9 which specifies the required security deposit required is blank. Obviously, this tenancy agreement is a renewal of a previous one but if the security deposit was still outstanding in April, 2010, as the District Office ledger indicates, one would expect to see \$500 inserted in Article 9.

I can not conclude from the evidence provided that the security deposit is outstanding. The applicant's request for relief is therefore denied. I am satisfied that the rent has not always been paid on the days it is due and shall issue an order requiring the respondents to pay future rent on time.

Hal Logsdon
Rental Officer