

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
FRANKI FABIAN, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

FRANKI FABIAN

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 two hundred thirty three dollars and thirteen cents (\$1233.13).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of
November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
FRANKI FABIAN, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

FRANKI FABIAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 4, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: November 8, 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. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid in full.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$2191.08. The statement indicates that the full security deposit from a former tenancy was credited to the current account while a debit of \$957.95 from that tenancy was also applied.

A statement of the former tenancy agreement indicates that the debit was composed of the following components:

Rent arrears	\$257.95
Garbage disposal charges	50.00
Replacement of key	50.00
Carpet cleaning	300.00
General cleaning	200.00
Transfer fee	<u>100.00</u>
Total	\$957.95

The applicant stated that it was the landlord's practice when a tenant was transferred from one apartment to another to transfer the full security deposit and interest without deductions and also transfer any rent arrears and/or repair costs to the new account. Although the practice does not, in

my opinion, constitute a breach of the Act it defeats the purpose of a security deposit as well as denying the tenant with the usual way of disputing deductions for repairs and rent arrears.

The application was filed pursuant to sections 41, 54 and 63 regarding the current premises. It makes no mention of repair costs or transfer fees or any other relief associated with the previous premises and tenancy agreement nor should it. With the exception of subsidized public housing, where a single tenancy agreement can relate to several premises, an application should only relate to a single tenancy agreement and rental premises. For these reasons, I shall not consider any relief associated with the previous premises. Having elected to not make any deductions from the security deposit at the end of that tenancy, the landlord must now make an application for the relief.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1233.13 calculated as follows:

Balance as per statement	\$2191.08
Less balance from previous tenancy	<u>(957.95)</u>
Total rent arrears	\$1233.13

The applicant holds a security deposit of \$1795. In my opinion, given the quantum of the debt and the security deposit held by the landlord, the termination of the tenancy agreement and eviction of the respondent is not warranted at this time. An order shall issue requiring the respondent to pay the applicant rent arrears of \$1233.13.

Hal Logsdon
Rental Officer