

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DANIEL APSIMIK, 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 -

DANIEL APSIMIK

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 four hundred twenty dollars (\$1420.00).
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 205, 5202 49th Street, Yellowknife, NT shall be terminated on November 28, 2011 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of
November, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DANIEL APSIMIK, 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-

DANIEL APSIMIK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 23, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant
Daniel Apsimik, respondent

Date of Decision: November 23, 2011

REASONS FOR DECISION

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 and evicting the respondent unless the arrears were paid.

The applicant provided a statement of account in evidence which indicated a balance of rent owing of \$1420 and a portion of the security deposit owing in the amount of \$355.

The respondent did not dispute the allegations and stated that he could pay the amount on or before November 25, 2011.

The tenancy agreement between the parties was made in writing and commenced on September 9, 2011. The required security deposit is \$1420. Section 14(2) of the *Residential Tenancies Act* sets out how a security deposit may be paid.

- 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.**

The applicant has charged more than 50% of the required security deposit prior to the date it must be paid. Therefore the applicant's request for payment of the security deposit is denied.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1420. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1420 and terminating the tenancy agreement on November 28, 2011 unless the rent arrears are paid in full. In my opinion an eviction order is not necessary at this time.

Hal Logsdon
Rental Officer