

IN THE MATTER between **TREESTONE HOLDINGS LTD. TERRY POPPLESTONE**, Applicant, and **JAMES ALLARD**, 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 **FORT SMITH, NT**.

BETWEEN:

TREESTONE HOLDINGS LTD. TERRY POPPLESTONE

Applicant/Landlord

- and -

JAMES ALLARD

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 and electricity costs paid on behalf of the respondent in the total amount of two thousand thirty eight dollars and twelve cents (\$2038.12).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #4-24 Wood Bison Avenue, Fort Smith, NT shall be terminated on March 5, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears, electrical costs, the outstanding portion of the required security deposit and the March, 2012 rent in the total amount of three thousand seven hundred twenty eight dollars and twelve cents (\$3728.12) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of February, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **TREESTONE HOLDINGS LTD. TERRY POPPLESTONE**, Applicant, and **JAMES ALLARD**, 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:

TREESTONE HOLDINGS LTD. TERRY POPPLESTONE

Applicant/Landlord

-and-

JAMES ALLARD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 22, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Terry Popplestone, representing the applicant
James Allard, respondent

Date of Decision: February 22, 2012

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to pay for electricity and failing to pay the remainder of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears, electricity costs which were paid on behalf of the respondent and the balance of the required security deposit. The applicant sought an order terminating the tenancy agreement and evicting the tenant unless the arrears, electrical costs and balance of the security deposit were promptly paid.

The tenancy agreement between the parties was verbal. The parties agreed that the tenancy agreement required the tenant to pay monthly rent of \$950, provide a security deposit of \$950 and to pay for utilities during the term of the agreement. The tenancy agreement commenced on December 1, 2011 but the respondent took possession on November 29, 2011.

The applicant testified that the respondent had provided \$210 for the security deposit and had paid a total of \$950 in rent, leaving a balance of rent owing in the amount of \$1900 and a balance of security deposit owing of \$740. No payments have been made since December 22, 2011.

The applicant also stated that the respondent had failed to establish an account with the supplier of electricity and as a consequence, he had paid an invoice for December's electricity on behalf of the respondent in the amount of \$138.12. A copy of the invoice was provided in evidence.

The respondent did not dispute the allegations. The respondent stated that he could pay the arrears in installments of about \$1000/month. The applicant was not willing to accept such a long duration of repayment, stating that the respondent had made many gestures to pay but had not done so.

I find rent arrears, including the cost of electricity paid on the respondent's behalf to be \$2038.12 calculated as follows:

Rent arrears	\$1900.00
Electricity	<u>138.12</u>
Total	\$2038.12

Section 14(2) of the *Residential Tenancies Act* permits a tenant to pay the required security deposit in two payments.

- 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.**

In accordance with section 14(2) of the Act, only \$265 of the security deposit is due at this time, the remaining \$475 will become due March 1, 2012.

50% of required security deposit	\$475
Amount paid to date	<u>(210)</u>
Amount currently due	\$265
 Balance due March 1/12	 \$475

I find the respondent in breach of his obligation to pay rent, his obligation to pay the security

deposit and his obligation to pay for electricity during the term of the tenancy agreement. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the tenant's obligations are promptly met. The respondent's failure to make any payments whatsoever over the previous two months does not convince me that he is serious about addressing the issue.

An order shall issue requiring the respondent to pay the applicant rent arrears and electrical costs totalling \$2038.12 and terminating the tenancy agreement on March 5, 2012 unless the rent arrears, electrical costs, the remainder of the security deposit and the March, 2012 rent in the total amount of \$3728.12 are paid in full. I calculate that amount as follows:

Rent arrears	\$1900.00
Electrical costs	138.12
Remainder of security deposit	740.00
March, 2012 rent	<u>950.00</u>
Total	\$3728.12

An eviction order to be effective on March 6, 2012 unless \$3728.12 is paid on or before March 5, 2012 shall be issued separately.

Hal Logsdon
Rental Officer