

IN THE MATTER between **SATDEO INC.**, Applicant, and **TYLER COMEAU**,
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 **HAY RIVER, NT**.

BETWEEN:

SATDEO INC.

Applicant/Landlord

- and -

TYLER COMEAU

Respondent/Tenant

AMENDED 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 hundred sixty seven dollars and two cents (\$167.02).
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 408, 3 Capital Drive Hay River, NT shall be terminated on June 11, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the June, 2012 rent in the total amount of one thousand four hundred seventeen dollars and two cents (\$1417.02) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of May,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **SATDEO INC.**, Applicant, and **TYLER COMEAU**,
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:

SATDEO INC.

Applicant/Landlord

-and-

TYLER COMEAU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 30, 2012

Place of the Hearing: Hay River, NT via teleconference

Appearances at Hearing: Malay Das, representing the applicant

Date of Decision: May 30, 2012

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 his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$167.02 and a balance owing of the security deposit of \$625. The monthly rent for the premises is \$1250. The applicant stated that they held a security deposit of \$625 which represented 50% of the required deposit. The applicant stated that the tenancy agreement commenced in April, 2012.

Section 14(2) of the *Residential Tenancies Act* sets out how a security deposit may be paid by a tenant.

- 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 respondent is not in breach of this provision. The remainder of the required security deposit is not due until July 1, 2012. The applicant's request for full payment of the security deposit is

therefore denied.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$167.02.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$167.02 and terminating the tenancy agreement on June 11, 2012 unless those arrears and the June, 2012 rent are paid in full. I calculate that amount to be \$1417.02 as follows:

Rent arrears	\$167.02
June/12 rent	<u>1250.00</u>
Total	\$1417.02

An eviction order to be effective on June 12, 2012 unless the rent arrears and the June, 2012 rent are paid on or before June 11, 2012 shall be issued separately.

Hal Logsdon
Rental Officer