

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOHN A. QUITTE AND CECILIA EYAKFWO**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JOHN A. QUITTE AND CECILIA EYAKFWO

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand six hundred thirty seven dollars and twenty five cents (\$1637.25).
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 309, 5123 - 53rd Street (Dorset Apartments), Yellowknife, NT shall be terminated on November 29, 2012 and the respondents 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 14th day of November, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOHN A. QUITTE AND CECILIA EYAKFWO**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JOHN A. QUITTE AND CECILIA EYAKFWO

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 9, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lillian Sliwka, representing the applicant

Date of Decision: November 14, 2012

REASONS FOR DECISION

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing, there was no confirmation that the Notice of Attendance had been received but the respondents were provided with a notice from Canada Post on October 26, 2012 that items were available for pick up. In my opinion it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The respondents did not appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement. The applicant withdrew their request for an eviction order at the hearing.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$1682.25. The monthly rent for the premises is \$1305 and the applicant holds a security deposit of \$1350.

Section 14(1) of the *Residential Tenancies Act* limits the amount of security deposit that a landlord may hold.

- 14. (1) No landlord shall require or receive a security deposit from a tenant other than**
(a) in the case of a weekly tenancy, an amount equal to the rent for a

- period not exceeding one week; or**
(b) in the case of a tenancy other than a weekly tenancy, an amount equal to the rent for a period not exceeding one month.

The security deposit is in excess of the maximum permitted.

Applying the excess of security deposit held by the landlord to the rent arrears, I find the amount of rent owing to be \$1637.25 calculated as follows:

Balance as per statement	\$1682.25
Less excess security deposit	<u>(45.00)</u>
Rent arrears	\$1637.25

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1637.25 and terminating the tenancy agreement on November 29, 2012 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer