

IN THE MATTER between **ROSA WAH-SHEE**, Applicant, and **TRUDY MAY AND WAYNE BLANDFORD**, 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:

**ROSA WAH-SHEE**

Applicant/Landlord

- and -

**TRUDY MAY AND WAYNE BLANDFORD**

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 dollars (\$1600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of November, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **ROSA WAH-SHEE**, Applicant, and **TRUDY MAY AND WAYNE BLANDFORD**, 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:

**ROSA WAH-SHEE**

Applicant/Landlord

-and-

**TRUDY MAY AND WAYNE BLANDFORD**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 26, 2012**

**Place of the Hearing:**                      **Yellowknife, NT**

**Appearances at Hearing:**                      **Rosa Wah-Shee, applicant**  
   **Trudy May, respondent**

**Date of Decision:**                              **October 26, 2012**

### **REASONS FOR DECISION**

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent on time and by failing to pay the rent for October, 2012. The monthly rent for the premises is \$1600. The applicant sought an order requiring the respondents to pay the rent arrears and terminating the tenancy agreement and evicting the respondents. The applicant also alleged that the respondents had failed to pay for electricity but did not know the amount that was outstanding.

The parties stated that they had mutually agreed to terminate the tenancy agreement on October 31, 2012. The respondent stated that the security deposit of \$1600 should be considered as the October, 2012 rent. The respondent stated that any electricity costs would be paid in full by the end of the tenancy.

The *Residential Tenancies Act* prohibits a landlord from collecting the last month's rent in advance. A security deposit may only be used after the termination of a tenancy agreement and must be held in trust during the term of the tenancy agreement. I find the respondent in breach of her obligation to pay the October, 2012 rent. I find the rent arrears to be \$1600.

Since the parties have agreed to terminate the tenancy agreement on October 31, 2012 there is no requirement to terminate this tenancy agreement by order. I see no reason to issue an eviction order as there is every indication that the respondents intend to vacate. I can not address electrical

costs without evidence as to the amount alleged owing.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1600. At the end of the tenancy agreement the applicant may retain all or part of the security deposit in accordance with section 18(4) of the Act. Retention of the security deposit for rent represents satisfaction or partial satisfaction of this order.

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Hal Logsdon  
Rental Officer