

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON NASOGALUAK**, 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 **INUVIK, NT**.

BETWEEN:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JASON NASOGALUAK

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 14.2(2)(b) of the *Residential Tenancies Act*, the applicant shall return to the respondent one hundred sixty four dollars and fifty two cents (\$164.52) of the security deposit in the form of a rent credit.
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand fourteen dollars and forty eight cents (\$2014.48).
3. 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 Unit 13, 20 Tununuk Drive,

Inuvik, NT shall be terminated on June 14, 2013 and the respondent shall vacate the premises on that date, unless rent arrears in the amount of one thousand seven hundred dollars (\$1700.00) are paid to the applicant.

4. 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 Unit 13, 20 Tununuk Drive, Inuvik, NT shall be terminated on June 28, 2013 and the respondent shall vacate the premises on that date, unless the remaining rent arrears and the rent for June, 2013 in the total amount of one thousand one hundred sixty four dollars and forty eight cents (\$1164.48) are paid to the applicant.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of May, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON NASOGALUAK**, 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-

JASON NASOGALUAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 15, 2013

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Aru Vashisht, representing the applicant
Bright Lubansa, representing the applicant
Jason Nasogaluak, respondent

Date of Decision: May 15, 2013

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. 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 of account in evidence which indicated a balance owing of \$2179.00. The monthly rent for the premises is \$850 and the applicant holds a security deposit of \$1014.52.

The respondent did not dispute the rent arrears and stated that he would pay \$700 by May 31, another \$1000 on or before June 14 and the balance of the rent arrears and the June rent by June 28, 2013. The applicant agreed to continue the tenancy agreement if the arrears were paid as proposed.

Section 14(1) of the *Residential Tenancies Act* restricts the amount of a security deposit that can be demanded by a landlord.

14.1. (1) A landlord shall not require or receive a pet security deposit from a tenant other than

- (a) in the case of a weekly tenancy, an amount equal to 50% of 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 50% of the rent for a period not exceeding one month.**

The security deposit held by the landlord is in excess of the maximum permitted. The applicant

shall be ordered to return the excess of \$164.52 to the respondent in the form of a rent credit.

This will reduce the rent arrears to \$2014.48 calculated as follows:

Rent arrears as per statement	\$2179.00
Less excess held (\$1014.52 - 850)	<u>164.52</u>
Adjusted rent arrears	\$2014.48

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$2014.48. In my opinion, there are sufficient grounds to terminate the tenancy agreement if the respondent fails to pay the arrears in accordance with the agreed upon payment plan.

The order shall require the respondent to pay the applicant rent arrears of \$2014.48 and shall terminate the tenancy agreement on June 14, 2013 unless at least \$1700 is paid to the applicant. The order shall also terminate the tenancy agreement on June 28, 2013 unless the balance of the rent arrears and the June, 2013 rent in the total amount of \$1164.48 is paid in full.

Rent arrears	\$2014.48
Plus June, 2013 rent	850.00
Payments required by June 14/13	<u>(1700.00)</u>
Subtotal	\$1164.48
Payments required by June 28/13	<u>(1164.48)</u>
Balance	\$0

Eviction orders to be effective on June 15 and June 29 unless the ordered payments are made shall be issued separately.

Hal Logsdon
Rental Officer