

IN THE MATTER between **4708 NWT LTD.**, Applicant, and **JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS**, 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:

4708 NWT LTD.

Applicant/Landlord

- and -

JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS

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 on the amount of two thousand forty dollars (\$2040.00).
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the required security deposit in the amount of one thousand five hundred dollars (\$1500.00).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of March, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **4708 NWT LTD.**, Applicant, and **JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS**, 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:

4708 NWT LTD.

Applicant/Landlord

-and-

JUEANNA JANE FIANDER AND MICHAEL GARY ADAMS

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 19, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Jimmy Kong, representing the applicant

Date of Decision: February 19, 2014

REASONS FOR DECISION

The applicant confirmed that the legal name of the landlord was 4708 NWT Ltd. The order shall reflect the proper company name.

The respondents were served with Notices of Attendance by registered mail which were confirmed delivered. The respondents failed to 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 and by failing to pay the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and outstanding security deposit.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2040. The written tenancy agreement which commenced in August, 2013 requires a security deposit of \$1500. The applicant testified that the respondents gave him a cheque but it was not cashed as there were not sufficient funds in the account. The cheque is now stale dated.

I find the statement in order and find the respondents in breach of their obligation to pay rent and in breach of their obligation to pay the required security deposit. I find the rent arrears to be \$2040 and the outstanding security deposit to be \$1500.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$2040 and the outstanding security deposit of \$1500.

Hal Logsdon
Rental Officer