

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CAROL OVAYUAK**, 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, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**CAROL OVAYUAK**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the security deposit in the amount of three hundred eighty four dollars and ninety five cents (\$384.95).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay all future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**CAROL OVAYUAK**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>March 12, 2002</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Leslie Cole, representing the applicant Carol Ovayuak, respondent</b>
<b><u>Date of Decision:</u></b>	<b>March 12, 2002</b>

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the required security deposit. The applicant testified that since the application was filed the respondent had paid most of the rent arrears but had still not paid the outstanding balance of the security deposit. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$10 and a balance of security deposit owing in the amount of \$384.95. The applicant withdrew her request for an order requiring the payment of the rent arrears and requested an order terminating the tenancy agreement unless the security deposit was paid within three months.

The respondent did not dispute the allegations.

The written tenancy agreement between the parties commenced on April 1, 2001 making the payment of the security deposit overdue.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to provide the required security deposit. I find the outstanding security deposit to be \$384.95.

Section 14 of the *Residential Tenancies Act* does not permit the making of an order terminating a tenancy agreement where a tenant has failed to provide a security deposit. No notice of

termination was given to the respondent pursuant to section 54(1)(c), preventing me from considering termination pursuant to section 54(4). Therefore I am unable to consider an order for the termination of the tenancy agreement on the grounds of non-payment of the security deposit. I shall, however issue an order requiring the respondent to pay the applicant the remaining balance of the security deposit in the amount of \$384.95 and to pay all future rent on time.

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Hal Logsdon  
Rental Officer