

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MICHELLE HICKS**, 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 -

MICHELLE HICKS

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 remainder of the required security deposit in the amount of four hundred thirty dollars (\$430.00).

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of July, 2002.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

MICHELLE HICKS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: July 9, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Talib Rasheed, representing the applicant
Sophie Dennis, representing the respondent
Michelle Hicks, respondent

Date of Decision: July 9, 2002

REASONS FOR DECISION

The applicant indicated that since the application was filed, the rent had been paid in full. The applicant alleged that the remainder of the required security deposit remained outstanding and sought an order for the payment of the balance of the deposit and termination of the tenancy agreement unless it was paid.

The applicant provided copies of the tenancy agreement and tenant ledger which indicated that the required security deposit was \$900 and the outstanding balance owing was \$430. The original tenancy agreement commenced on August 1, 2001 and was a month-to-month joint tenancy. The other tenant subsequently vacated the premises and the respondent entered into a new term tenancy agreement, using the original security deposit, on March 1, 2002.

The respondent did not dispute the allegations and indicated that since the other tenant vacated, she found it difficult to pay the remainder of the security deposit herself as her income was derived from income support payments. She provided a copy of a letter to the income support officer requesting additional support to pay the balance of the security deposit. She indicated that she could pay the amount over time.

The tenant ledger indicates that the respondent is making a serious effort to bring her financial obligations to the landlord in order. Although I find her in breach of her obligation to pay the remainder of the security deposit, in my opinion, the tenancy agreement should be allowed to

continue. I see good faith on the part of the tenant to meet this obligation and I do not think the imposition of a deadline is necessary. Should the balance of the deposit not be paid within a reasonable period of time, the applicant may seek further remedy from a rental officer.

I find the respondent has breached her obligation to provide the required security deposit to the landlord. I find the balance of the security deposit owing to be \$430. An order shall be issued requiring the respondent to pay the applicant the balance of the deposit in the amount of \$430.

Hal Logsdon
Rental Officer