

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **LISE NAULT**, 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 -

**LISE NAULT**

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 five hundred ninety seven dollars and fifty cents (\$597.50).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of September, 2002.

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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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**LISE NAULT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 10, 2002

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

**Appearances at Hearing:** Trena Scott, representing the applicant

**Date of Decision:** September 10, 2002

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on August 27, 2002 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had failed to provide the full amount of the security deposit as required by the written tenancy agreement between the parties. The applicant sought an order requiring the respondent to pay the alleged balance of \$597.50.

The tenancy agreement commenced on October 1, 2001 and required a security deposit of \$1195. The tenant ledger provided by the applicant indicates that half of that amount, \$597.50 was paid, leaving a balance of \$597.50. More than three months have elapsed from the commencement of the tenancy agreement, making the balance of the deposit overdue.

I find the respondent has breached the tenancy agreement by failing to provide the landlord with the required security deposit. I find the balance owing to be \$597.50. An order shall be issued requiring the respondent to pay the applicant the balance of the security deposit.

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Hal Logsdon  
Rental Officer