

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DAVE LORENZEN**, 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 -

DAVE LORENZEN

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 one hundred seventy five dollars (\$175.00).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of October, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DAVE LORENZEN**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

DAVE LORENZEN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 8, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trena Scott, representing the applicant

Date of Decision: October 8, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on September 25, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the required security deposit and sought an order requiring the respondent to pay the alleged outstanding balance of the deposit and terminating the tenancy agreement unless it was paid.

The applicant provided a copy of the tenant ledger which indicated a balance of security deposit owing in the amount of \$175. The written tenancy agreement between the parties commenced on May 1, 2002 and the security deposit required is equivalent to one month's rent. I find the remainder of the security deposit is overdue and is in the amount of \$175.

The applicant did not serve a notice of early termination on the respondent. Consequently I am not able to consider termination of the tenancy agreement as there is no provision for that remedy unless a notice of early termination is served. However, an order shall be issued requiring the respondent to pay the applicant the outstanding balance of the security deposit in the amount of \$175.

Hal Logsdon
Rental Officer