

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LUZNY**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

BETTY LUZNY

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 thousand dollars (\$1000.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to pay for the cost of electricity for the rental premises.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of May,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **BETTY LUZNY**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

BETTY LUZNY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 13, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Angela Keppel, representing the applicant
Betty Luzny, respondent

Date of Decision: May 13, 2003

REASONS FOR DECISION

The applicant alleged that the respondent breached the tenancy agreement by failing to pay the required security deposit and by failing to pay for the cost of electricity for the premises. The applicant sought an order requiring the respondent to pay the alleged remaining balance of the security deposit and to comply with her obligation to pay for electricity.

The applicant provided a copy of the security deposit ledger which indicated a balance of security deposit owing in the amount of \$1000. The landlord is a social housing provider and the required security deposit of \$1200 is based on the market rent for the unit. The tenancy agreement commenced on October 1, 2002. The applicant also provided a copy of a statement by the supplier of electricity which indicated that the account was in arrears.

The respondent did not dispute the allegations.

I find the respondent breached the tenancy agreement by failing to pay the full amount of the required security deposit and by failing to pay for the cost of electricity which is her obligation pursuant to the written tenancy agreement between the parties. I find the outstanding security deposit to be \$1000.

An order shall be issued requiring the respondent to pay the applicant the remaining balance of the required security deposit in the amount of \$1000 and requiring the respondent to comply with her obligation to pay for the cost of electricity.

Hal Logsdon
Rental Officer