

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **DAN FAINE**,  
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 -

**DAN FAINE**

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 six hundred fifty eight dollars and fifty cents (\$658.50).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June,  
2003.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**DAN FAINE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 10, 2003

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Dan Faine, respondent

**Date of Decision:** June 10, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had failed to provide the full amount of the security deposit required by the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged balance of the deposit and terminating the tenancy agreement on June 30, 2003 unless it was paid in full.

The applicant provided copies of the tenant ledger and the written tenancy agreement as evidence. The ledger indicated a balance of deposit due in the amount of \$658.50. The tenancy agreement commenced in February, 2002. The required deposit was equivalent to one month's rent.

The respondent did not dispute the allegations.

I find the respondent has failed to provide the security deposit required by the tenancy agreement.

I find the balance of the deposit owing to be \$658.50. An order shall be issued requiring the respondent to pay the applicant the remaining balance of the deposit in the amount of \$658.50.

Section 14 of the *Residential Tenancies Act* does not provide the remedy of termination when a tenant fails to provide a security deposit. A rental officer may consider termination pursuant to Section 54 when the landlord has served a notice of early termination on the tenant. Since there

was no notice of early termination served on the tenant in this instance, the request for termination can not be considered.

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Hal Logsdon  
Rental Officer