

IN THE MATTER between **YWCA OF YELLOWKNIFE**, Applicant, and **MARY TOPILIKON**, 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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

- and -

**MARY TOPILIKON**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of nine hundred fifty dollars and forty seven cents (\$950.47).
2. 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 two hundred fifty dollars (\$250.00).

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of January, 2004.

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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:

**YWCA OF YELLOWKNIFE**

Applicant/Landlord

-and-

**MARY TOPILIKON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 13, 2004

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

**Appearances at Hearing:** Kate Wilson, representing the applicant  
Arlene Hache, representing the respondent

**Date of Decision:** January 13, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the balance of the required security deposit. The applicant withdrew the request for an order terminating the tenancy and sought only an order requiring the respondent to pay the alleged rent arrears and security deposit.

The applicant provided a statement of account which indicated a balance of rent owing in the amount of \$950.47 and an outstanding security deposit in the amount of \$250. The respondent did not dispute the allegations.

The tenancy agreement between the parties commenced on August 12, 2003 and required a security deposit of \$1000. The statement indicates that \$750 has been paid leaving a balance of \$250. The remainder of the deposit is past due.

I find the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to pay the required security deposit. An order shall issue requiring the respondent to pay rent arrears in the amount of \$950.47 and the remaining portion of the security deposit in the amount of \$250.

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Hal Logsdon  
Rental Officer