

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MUNTASIR ELKHIDIR**, 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 -

MUNTASIR ELKHIDIR

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 required security deposit for the premises in the amount of four hundred eighty seven dollars and fifty cents (\$487.50).

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of September, 2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MUNTASIR ELKHIDIR**, 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-

MUNTASIR ELKHIDIR

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 21, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Anisa Bhambhani, representing the applicant
Muntasir Elkhidir, respondent

Date of Decision: September 21, 2004

REASONS FOR DECISION

The applicant alleged that the respondent had failed to provide the total amount of the security deposit required by the tenancy agreement and sought an order requiring the respondent to provide the balance of the deposit.

The applicant testified that the outstanding portion of the deposit was \$487.50 and provided a copy of the tenant ledger in evidence which indicated that amount was outstanding. The tenancy agreement between the parties was made in writing and commenced on May 6, 2004. The agreement required a deposit of \$975.

The respondent did not dispute the allegations and stated that he could pay the remainder of the deposit in installments of \$100/month. The applicant was not agreeable to the offer.

I find the respondent in breach of the tenancy agreement by failing to pay the balance of the security deposit within three months of the commencement of the tenancy. I find the outstanding balance of the deposit to be \$487.50.

Although the applicant requested an order terminating the tenancy unless the deposit was promptly paid, section 14 of the Act does not provide the remedy of termination. An order shall issue requiring the respondent to pay the applicant the outstanding balance of the security deposit in the amount of \$487.50.

Hal Logsdon
Rental Officer