

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GREG BAGS AND YVONNE BAGS**, Respondents;

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 -

**GREG BAGS AND YVONNE BAGS**

Respondents/Tenants

**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 two hundred ninety five dollars (\$295.00).

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

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**GREG BAGS AND YVONNE BAGS**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 21, 2004

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

**Appearances at Hearing:** Anisa Bhambhani, representing the applicant

**Date of Decision:** September 21, 2004

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on September 9, 2004 but failed to appear at the hearing. The hearing was held in their absence.

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

The applicant testified that the outstanding portion of the deposit was \$295 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 18, 2004. The agreement required a deposit of \$1195.

I find the respondents 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 \$295.

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 respondents to pay the applicant the outstanding balance of the security deposit in the amount of \$295.

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Hal Logsdon  
Rental Officer