

IN THE MATTER between **ALEX CLINTON**, Applicant, and **MARY MACDONALD**, 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:

ALEX CLINTON

Applicant/Landlord

- and -

MARY MACDONALD

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 one thousand seven hundred ten dollars (\$1710.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the security deposit in the amount of five hundred dollars (\$500.00).

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of February, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **ALEX CLINTON**, Applicant, and **MARY MACDONALD**, 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:

ALEX CLINTON

Applicant/Landlord

-and-

MARY MACDONALD

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 15, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Alex Clinton, applicant

Date of Decision: February 15, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on February 6, 2005 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent and by failing to provide the security deposit required by the tenancy agreement. The applicant testified that the verbal agreement between the parties required a security deposit in the amount of \$500.00 and that no payments had been received since the commencement of the tenancy agreement in July, 2003. The applicant also testified that there was outstanding rent in the amount of \$1710.00.

The applicant provided a notice demanding rent arrears and the outstanding deposit and copies of receipts in evidence. The applicant withdrew the request for termination contained in the application and sought an order requiring the respondent to pay the alleged rent arrears and outstanding deposit

The evidence supports the allegations of the applicant. I find the respondent in breach of her obligations to pay rent and to provide a security deposit. I find the rent arrears to be \$1710.00 and the outstanding deposit to be \$500.00. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1710.00 and the outstanding deposit of \$500.00. The respondent shall also be ordered to pay future rent on time,

Hal Logsdon
Rental Officer