

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JANINE SHAE**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

JANINE SHAE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 14(6)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the required security deposit in the amount of five hundred dollars (\$500.00). The respondent may apply her accrued rent credit of three hundred forty dollars (\$340.00) to the amount owing by requesting payment of the credit from the landlord and applying the amount to the outstanding security deposit owing..

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March,
2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **JANINE SHAE**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

JANINE SHAE

Respondent/Tenant

REASONS FOR DECISION

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| <u>Date of the Hearing:</u> | March 20, 2007 |
| <u>Place of the Hearing:</u> | Yellowknife, NT |
| <u>Appearances at Hearing:</u> | Julie Forget, representing the applicant |
| <u>Date of Decision:</u> | March 20, 2007 |

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had failed to provide the full amount of the required security deposit and sought an order requiring the respondent to pay the remaining balance of the security deposit. The premises are subsidized public housing.

The tenancy agreement was made for a three month term commencing on June 1, 2006 and was renewed for a further one year term on September 1, 2006. The tenancy agreement required a security deposit of \$1200. The applicant provided copies of receipts indicating that \$700 of the required security deposit had been paid, leaving a balance owing of \$500.

The applicant also provided a copy of the rent statement which indicated a credit balance in favour of the respondent in the amount of \$340. The credit balance has accumulated due to electrical payment credits applied to the rent account. The applicant stated that the respondent could request payment of the credit balance and apply it to the balance of the security deposit owing if she wished to do so, reducing the balance owing to \$160.

I find the respondent in breach of her obligation to pay the required security deposit and find the amount owing to be \$500. An order shall issue requiring the respondent to provide the balance of the security deposit to the applicant in the amount of \$500 and indicating that the rent credit balance may be paid to her which she, in turn, could apply to the balance of the security deposit owing.

Hal Logsdon
Rental Officer