

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **SHARON ALANAK**, 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 -

SHARON ALANAK

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 remainder of the required security deposit in the amount of four hundred dollars (\$400.00).
2. Pursuant to section 54(1)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 804 Bigelow Crescent, Yellowknife, NT shall be terminated on December 31, 2007 and the respondent shall vacate the premises on that date, unless the remainder of the required security deposit in the amount of four hundred dollars (\$400.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of
November, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

SHARON ALANAK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 9, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Sharon Alanak, respondent

Date of Decision: November 9, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the required security deposit. The applicant withdrew the request for an order requiring the respondent to pay rent arrears and sought an order requiring the payment of the alleged outstanding security deposit and termination of the tenancy agreement unless the full amount of the required security deposit was paid by December 31, 2007.

The written tenancy agreement between the parties commenced on April 16, 2007 and requires a security deposit in the amount of \$1200. The applicant testified that \$400 of the required security deposit remained outstanding. The applicant served a notice of early termination on the respondent pursuant to section 54(1)(c) of the *Residential Tenancies Act* on July 27, 2007, seeking vacant possession of the premises on August 7, 2007.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to provide the required security deposit to the landlord. I find the balance of the security deposit owing to be \$400.

An order shall issue requiring the respondent to provide to the applicant the balance of the required security deposit in the amount of \$400 and terminating the tenancy agreement on December 31, 2007 unless that amount is paid in full.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer