

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CAROL ROSS**, 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 -

**CAROL ROSS**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 54(1)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 753 Bigelow Crescent, Yellowknife, NT shall be terminated on May 31, 2008 and the respondent shall vacate the premises on that date, unless the remainder of the required security deposit in the amount of six hundred dollars (\$600.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of May,  
2008.

Hal Logsdon  
Rental Officer

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R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**CAROL ROSS**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 20, 2008

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

**Appearances at Hearing:** Julie Forget, representing the applicant  
\  
Carol Ross, respondent

**Date of Decision:** May 20, 2008

**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 served a notice of early termination to the respondent on April 16, 2008 seeking vacant possession on May 1, 2008. The respondent remains in possession of the premises. The applicant sought an order terminating the tenancy agreement unless the outstanding security deposit was paid in full.

The tenancy agreement between the parties commenced on March 1, 2008 and required a security deposit of \$1200. The respondent testified that only \$600 had been paid, leaving a balance owing in the amount of \$600.

The respondent did not dispute the allegation.

I find the respondent in breach of her obligation to provide the security deposit in accordance with the tenancy agreement. I find the outstanding balance to be \$600. As the applicant has provided a notice of termination pursuant to section 54(1)(c), it is, in my opinion, reasonable to issue an order terminating the tenancy agreement unless the outstanding security deposit is promptly paid.

An order shall issue terminating the tenancy agreement between the parties on May 31, 2008 unless the outstanding security deposit of \$600 is paid in full.

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

Hal Logsdon  
Rental Officer

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