IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **JEANNIE MANNING**, 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:

# NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

# JEANNIE MANNING

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 forty four dollars and nineteen cents (\$444.19).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of April, 2008.

Hal Logsdon Rental Officer IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **JEANNIE MANNING**, 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**:

## NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

## JEANNIE MANNING

Respondent/Tenant

# **REASONS FOR DECISION**

Date of the Hearing:	April 9, 2008
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Place of the Hearing: Yellowknife, NT

Appearances at Hearing:

Julia O'Brien, representing the applicant Jeannie Manning, respondent

Date of Decision: April 28, 2008

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full security deposit. The applicant requested an order requiring the respondent to pay the remainder of the security deposit.

The applicant provided a statement which indicated a balance of security deposit owing in the amount of \$438.19.

The respondent did not dispute the allegations.

The tenancy agreement between the parties commenced on August 1, 2007 and required a security deposit of \$1020. My review of the statement indicates that \$10, 101.29 has been applied as rent and \$10, 677.10 has been received in payments, leaving \$575.81 allocated to the security deposit. The shortfall is \$444.19.

I find the respondent in breach of her obligation to provide the full amount of the required security deposit. I find the remaining balance of the security deposit to be \$444.19.

An order shall issue requiring the respondent to pay the applicant the balance of the required security deposit in the amount of \$444.19.

Hal Logsdon Rental Officer