

IN THE MATTER between **N.W.T. COMMUNITY SERVICES CORPORATION**,  
Applicant, and **NANCY VAIL**, 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:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

- and -

**NANCY VAIL**

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 three hundred ten dollars (\$310.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the security deposit in the amount of two hundred seventy five dollars (\$275.00)

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of July,  
2007.

Hal Logsdon  
Rental Officer

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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:

**N.W.T. COMMUNITY SERVICES CORPORATION**

Applicant/Landlord

-and-

**NANCY VAIL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 11, 2007

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

**Appearances at Hearing:** Gail Leonardis, representing the applicant

**Date of Decision:** July 11, 2007

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the balance of the required security deposit. The applicant stated that the respondent had given notice to terminate the tenancy agreement. The applicant withdrew the request for an order terminating the tenancy agreement and sought only an order requiring the respondent to pay the alleged rent arrears and balance of the required security deposit.

The applicant testified that the rent arrears were \$310 and the balance of the security deposit was \$275. A statement of account was provided in evidence which indicated a balance owing of \$585. The tenancy agreement between the parties commenced on October 6, 2006.

I find the respondent in breach of her obligation to pay rent and to provide the security deposit in accordance with the tenancy agreement. I find the rent arrears to be \$310 and the outstanding balance of the security deposit to be \$275.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$310 and the balance of the security deposit in the amount of \$275.

Hal Logsdon  
Rental Officer

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