

IN THE MATTER between **809656 ALBERTA LTD**, Applicant, and **ALLAN BESTING AND PAULA MACKENZIE**, Respondents;

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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**ALLAN BESTING AND PAULA MACKENZIE**

Respondents/Tenants

**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 one thousand two hundred ninety five dollars (\$1295.00)
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act* the respondent shall pay the applicant the remaining balance of the required security deposit in the amount of seven hundred ninety five dollars (\$795.00).

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of October, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**ALLAN BESTING AND PAULA MACKENZIE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** October 12, 2004

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

**Appearances at Hearing:** Anisa Bhambhani, representing the applicant

**Date of Decision:** October 12, 2004

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on October 2, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy by failing to pay the full amount of the security deposit required by the tenancy agreement. The applicant sought an order requiring the respondents to pay the alleged outstanding security deposit and terminating the tenancy agreement on October 31, 2004 unless the security deposit was paid in full. The applicant also testified that the respondents had failed to pay the rent for October, 2004.

The applicant provided a statement of account which indicated a balance of security deposit owing in the amount of \$795 and rent arrears in the amount of \$1295. The written tenancy agreement between the parties has been in effect for more than three months, making the balance of the security deposit past due.

I find the respondents in breach of their obligation to pay the required security deposit and find the outstanding balance owing to be \$795. I also find the respondents in breach of their obligation to pay rent and find rent arrears in the amount of \$1295. No termination order shall be issued as the applicant has not served a notice of early termination on the respondents for non-payment of the security deposit.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1295 and the balance of the security deposit in the amount of \$795.

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Hal Logsdon  
Rental Officer