

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **WALTER GOOSE AND KIM BANKSLAND**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

WALTER GOOSE AND KIM BANKSLAND

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the remainder of the security deposit in the amount of eight hundred seventy five dollars (\$875.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

WALTER GOOSE AND KIM BANKSLAND

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 23, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant
Sharon Hysert, representing the applicant

Date of Decision: August 23, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to provide the balance of the required security deposit required by the tenancy agreement. The applicant stated that the rent arrears had been paid and withdrew the request for an order requiring the respondents to pay rent arrears. The applicant sought an order requiring the respondents to pay the alleged outstanding security deposit and termination of the tenancy agreement.

The applicant testified that the respondents had paid only \$250 of the required deposit. The written tenancy agreement which commenced on February 1, 2005 requires a deposit of \$1125. As more than three months have past since the commencement of the tenancy agreement, the balance of the deposit, \$875, is overdue.

I find the respondents in breach of their obligation to provide a security deposit in accordance with the tenancy agreement. I find the outstanding portion of the deposit to be \$875. I note that the applicant has served a notice of early termination on the respondents but has not stated the security deposit as a reason. Therefore, I am unable to consider the remedy of termination

pursuant to section 54(4) except on the grounds of late payment of rent. Section 14 does not contain a remedy of termination for failing to provide a security deposit. In my opinion, the late payment of rent in this matter does not warrant termination of the tenancy agreement. The request for an order terminating the tenancy agreement is denied.

An order shall issue requiring the respondents to pay the applicant the balance of the required security deposit in the amount of \$875.

Hal Logsdon
Rental Officer