

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANTHONY KLENGENBERG**, 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 -

ANTHONY KLENGENBERG

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 54(1)(c) and 84(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 2047 Sissons Court, Yellowknife, NT shall be terminated on May 31, 2008 and the respondent shall vacate the premises on that date unless the balance of the required security deposit in the amount of six hundred dollars (\$600.00) is paid in full to the applicant.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **ANTHONY KLENGENBERG**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

ANTHONY KLENGENBERG

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

Date of Decision: May 20, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to provide the full amount of the required security deposit. The applicant served a notice of early termination on 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 remaining portion of the security deposit was paid in full.

The applicant provided a tenancy agreement in evidence which commenced on April 1, 2008. The tenancy agreement indicated a required security deposit of \$1200 and a balance owing of \$600. The applicant testified that only \$600 had been received to date. The applicant stated that the tenancy agreement was a renewal and that the tenancy had been in place for more than three months. The rent statement provided in evidence indicates that the tenancy has been in place since at least October, 2007. Therefore the balance of the security deposit is overdue.

I find the respondent in breach of his obligation to pay the full security deposit required by the tenancy agreement. I find the outstanding portion of the security deposit to be \$600. As the applicant has issued a notice of early termination, it is appropriate, in my opinion, to issue an order terminating the tenancy agreement unless the remainder of the security deposit is promptly paid.

An order shall issue terminating the tenancy agreement on May 31, 2008 unless the remainder of the security deposit in the amount of \$600 is paid in full to the applicant.

Hal Logsdon
Rental Officer
