

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **TRONG PHUCO DO**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

TRONG PHUCO DO

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 seventy four dollars and sixty cents (\$474.60).

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of January, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **TRONG PHUCO DO**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

TRONG PHUCO DO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 7, 2009

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant

Date of Decision: January 7, 2009

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 sought an order requiring the respondent to pay the outstanding portion of the security deposit and terminating the tenancy agreement unless it was promptly paid.

The respondent provided a statement which indicated a balance owing in the amount of \$474.60. The written tenancy agreement between the parties requires a security deposit equal to one month's rent which is \$1122. The tenancy agreement has been in effect for more than three months making the full deposit due.

The application was made pursuant to section 54(1)(c) of the *Residential Tenancies Act* but there is no evidence that a Notice of Early Termination was served on the respondent. Therefore, I can only consider a remedy pursuant to section 14(6) of the Act which does not include the remedy of termination.

I find the respondent in breach of his obligation to pay the full amount of the security deposit and find the remaining amount due to be \$474.60. An order shall issue requiring the respondent to

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pay the applicant the remaining portion of the outstanding security deposit in the amount of \$474.60.

Hal Logsdon
Rental Officer