

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **SEMERE MAHARI**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**SEMERE MAHARI**

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 one thousand seventy five dollars and fifty eight cents (\$1075.58). The applicant shall prepare a statement of the security deposit as soon as possible and after deducting any amounts for repairs of damages shall apply any remainder to the satisfaction of this order.

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of May,  
2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **SEMERE MAHARI**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**SEMERE MAHARI**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 12, 2005</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Lucy Gillard, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>May 12, 2005</b>

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The applicant stated that the respondent is currently incarcerated. The landlord has changed the locks to the premises but is, by arrangement with the respondent, permitting his friends to enter the premises to remove the respondent's personal possessions. The applicant will take full possession and re-rent as soon as the apartment is fully vacated. For obvious reasons, the respondent did not appear at the hearing and the hearing was held in his absence.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1075.58. That amount represents unpaid rent for the month of April, 2005 and \$65.58 which was paid on behalf of the respondent for electrical charges. The applicant testified that the respondent had failed to transfer the electrical account to his name upon taking possession. The written tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the agreement.

I find the tenant in breach of his obligation to pay rent and find the rent arrears to be \$1075.58.

The applicant stated that they held a security deposit of \$505 but since they did not have complete vacant possession yet, were unable to inspect the premises thoroughly and prepare a statement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$1075.58. The applicant shall complete a statement of the security deposit as soon as possible and deliver a copy to the respondent. After deducting any costs of repair from the deposit, the applicant shall apply any remainder to the satisfaction of this order.

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Hal Logsdon  
Rental Officer