

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **MEGHAN DEWHIRST**, 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 -

**MEGHAN DEWHIRST**

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 five hundred dollars (\$500.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of August,  
2008.

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **MEGHAN DEWHIRST**, 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-

**MEGHAN DEWHIRST**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 20, 2008

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

**Appearances at Hearing:** Rosetta Morales, representing the applicant  
Connie Diener, representing the applicant

**Date of Decision:** August 26, 2008

**REASONS FOR DECISION**

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

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears, terminating the tenancy agreement and to pay future rent on time.

The applicant provided a statement of the rent which indicated a balance owing of \$525. Included in that amount was an application fee of \$25 which was charged on November 9, 2007. The tenancy agreement commenced on November 1, 2007. There is no provision in the *Residential Tenancies Act* or the tenancy agreement that permits a landlord to collect an application fee. Therefore the \$25 application fee is denied. The applicant states that the full security deposit of \$1020 had been paid.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$500. In my opinion, given the amount of arrears and the amount of security deposit paid, there are not sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$500 and to pay future rent on time.

Hal Logsdon  
Rental Officer

---