

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**DANIEL MOLLOY**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,  
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**DANIEL MOLLOY**

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 seven hundred fifty seven dollars (\$1757.00).

DATED at the City of Yellowknife, in the Northwest Territories this 11th day of  
December, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**DANIEL MOLLOY**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**DANIEL MOLLOY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 29, 2012

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant

**Date of Decision:** November 29, 2012

**REASONS FOR DECISION**

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt however the respondent was personally contacted by phone and provided with the date, location and time of the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant stated that the respondent had given notice to terminate the tenancy agreement and withdrew their request for an order terminating the agreement and evicting the respondent in favour of an order to pay the alleged rent arrears.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$1757.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1757. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1757.

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Hal Logsdon  
Rental Officer