

IN THE MATTER between **DEH CHO APARTMENTS**, Applicant, and **LORNE GRESL**, 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:

**DEH CHO APARTMENTS**

Applicant/Landlord

- and -

**LORNE GRESL**

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 eight hundred fifty dollars (\$1850.00).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June, 2008.

Hal Logsdon  
Rental Officer

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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:

**DEH CHO APARTMENTS**

Applicant/Landlord

-and-

**LORNE GRESL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 12, 2008</b>
<b><u>Place of the Hearing:</u></b>	<b>Ft. Simpson, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>John Homister, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>June 12, 2008</b>

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail on May 22, 2008. The application was served in the same manner and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant stated that the legal name of the landlord was Deh Cho Apartments, which is also the landlord named on the written tenancy agreement between the parties. The style of cause of the order shall reflect the proper name of the applicant.

The applicant stated that the respondent vacated the premises on May 28, 2008. 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. The applicant stated that they did not collect a security deposit.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1850 as at April 1, 2008. The applicant testified that since that date, the May rent of \$1200 had come due and a payment of \$1200 had been made in April, bringing the balance of rent owing to \$1850.

I find the ledger in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$1850.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1850.

Hal Logsdon  
Rental Officer

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