

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ANNE MARIE LOSIER**, 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 -

ANNE MARIE LOSIER

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 fifty dollars (\$50.00).
2. 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 seven hundred seventy five dollars (\$775.00).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of April,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ANNE MARIE LOSIER**, 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-

ANNE MARIE LOSIER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 9, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Anne Marie Losier, respondent

Date of Decision: April 9, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full security deposit. The applicant requested an order requiring the respondent to pay the alleged rent arrears and the remainder of the security deposit.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$50 and a balance of security deposit owing in the amount of \$775. The tenancy agreement commenced on August 1, 2007. The tenancy agreement between the parties requires the monthly rent to be paid in advance. The rent arrears is composed of an NSF charge for a returned cheque.

The respondent did not dispute the allegations.

I find the applicant's statement in order and find the respondent in breach of her obligation to pay rent and her obligation to provide the full amount of the required security deposit. I find the rent arrears to be \$50 and the remaining balance of the security deposit to be \$775.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$50 and the balance of the required security deposit in the amount of \$775.

Hal Logsdon
Rental Officer