

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **PAUL MCMULLAN**, 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 -

**PAUL MCMULLAN**

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 three thousand nine hundred eighty two dollars and fifty three cents (\$3982.53).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 107, 600 Gitzel Street, Yellowknife, NT shall be terminated on October 31, 2009 and the respondent shall vacate the premises on that date, unless the rent arrears and the October, 2009 rent in the total amount of five thousand two hundred thirty two dollars and fifty three cents (\$5232.53) are paid in full.

3. 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 17th day of September, 2009.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**PAUL MCMULLAN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 16, 2009

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

**Appearances at Hearing:** Sylvia Siemens, representing the applicant  
Paul McMullan, respondent

**Date of Decision:** September 16, 2009

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were promptly paid.

The applicant provided a statement in evidence which indicated a balance of rent arrears in the amount of \$3680.45. The monthly rent for the premises is \$1250.

The applicant stated that \$625 of the required \$1250 security deposit had been paid but the statement indicated that only \$312.50 had been debited. Therefore the rent owing is understated by \$312.50. In addition, there is a debit of \$10.42 which is described as a security deposit charge for 1 day. The applicant was unable to explain what the charge represented and consequently, it shall be denied.

The respondent did not dispute the allegation that he owed rent. The parties agreed with the following calculation of the amount owing:

As per statement	\$3680.45
Plus missing security deposit debit	312.50
Less other security deposit charge	<u>(10.42)</u>
Total	\$3982.53

The applicant suggested that the tenancy be terminated on October 31, 2009 unless the rent arrears and the October, 2009 rent was paid in full. In my opinion, this is reasonable.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3982.53. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3982.53 and terminating the tenancy agreement on October 31, 2009 unless the rent arrears and the October, 2009 rent in the total amount of \$5232.53 are paid in full.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer