IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **REECE BULMER**, 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 -

# **REECE BULMER**

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 two hundred dollars (\$200.00).
- 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 20th day of January, 2010.

Hal Logsdon Rental Officer IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **REECE BULMER**, 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-

## **REECE BULMER**

Respondent/Tenant

# **REASONS FOR DECISION**

Date of the Hearing:	January 20, 2010
Place of the Hearing:	Yellowknife, NT
Appearances at Hearing:	Sylvia Siemens, representing the applicant Reece Bulmer, respondent
Date of Decision:	January 20, 2010

#### **REASONS FOR DECISION**

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 and terminating the tenancy agreement unless the rent arrears are paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$200. The monthly rent for the premises is \$1550.

The respondent did not dispute the allegations.

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 \$200. In my opinion, such a small amount of overdue rent does not warrant a termination order, particularly when the landlord holds the full amount of the permitted security deposit.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$200 and to pay future rent on time.

Hal Logsdon Rental Officer