

IN THE MATTER between **LUNDSTROM TERRACE LTD.**, Applicant, and **DENISE JEROME**, 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:

**LUNDSTROM TERRACE LTD.**

Applicant/Landlord

- and -

**DENISE JEROME**

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 six hundred fifty dollars (\$3650.00).
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 26th day of March, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **LUNDSTROM TERRACE LTD.**, Applicant, and  
**DENISE JEROME**, 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:

**LUNDSTROM TERRACE LTD.**

Applicant/Landlord

-and-

**DENISE JEROME**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 24, 2010

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

**Appearances at Hearing:** Leilani Angeles, representing the applicant

**Date of Decision:** March 24, 2010

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. Although there was no confirmation of delivery for the Notice of Attendance, the application was served in the same fashion and confirmed delivered. Given the remedy sought and the nature of the allegations I do not think it is unfair to deem service in accordance with section 71(2) of the *Residential Tenancies Act* and proceed in the absence of the respondent. The hearing was held in her absence.

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 to pay future rent on time.

The applicant testified that the January, February and March, 2010 rent had not been paid and that the cheques provided by the respondent for the November, 2009 and the January, 2010 rent had been returned NSF. The applicant stated that the monthly rent for the premises was \$1200 and the fee charged for NSF cheques was \$25 each. The applicant sought relief in the amount of \$3650 calculated as follows:

\$1200 x 3 months =	\$3600
\$25 x 2 =	<u>50</u>
Total	\$3650

Copies of the NSF cheques and notices were provided by the applicant in evidence.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3650.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3650 and to pay future rent on time.

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Hal Logsdon  
Rental Officer