

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **ABDI YUSSUF URDOH**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

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 -

**ABDI YUSSUF URDOH**

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 five hundred dollars (\$1500.00).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay compensation to the applicant for electricity costs paid on his behalf in the amount of three hundred sixty seven dollars and forty seven cents (\$367.47).
3. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 306, 5009 52nd Avenue, Yellowknife, NT shall be terminated on September 15, 2010 and the

respondent shall vacate the premises on that date unless the rent arrears and the compensation for electrical costs in the total amount of one thousand eight hundred sixty seven dollars and forty seven cents (\$1867.47) are paid in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
5. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for electricity during the term of the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of September, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **ABDI YUSSUF URDOH**, 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-

**ABDI YUSSUF URDOH**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 8, 2010

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

**Appearances at Hearing:** Rosetta Morales, representing the applicant

**Date of Decision:** September 8, 2010

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance personally served on an adult apparently living with the respondent at the rental premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity during the term of the tenancy agreement. The applicant sought an order requiring the respondent to pay the alleged rent arrears, electrical costs which had been paid on behalf of the respondent and terminating the tenancy agreement unless those amounts were paid in full.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$1500 and electrical charges of \$367.47. The tenancy agreement between the parties, provided in evidence by the applicant, obligates the tenant to pay for electricity during the term of the tenancy agreement. The monthly rent for the premises is \$1500 and the applicant holds a security deposit of \$1400.

I find the statement in order and find the respondent in breach of his obligation to pay rent and his obligation to pay for electricity. I find the rent arrears to be \$1500 and the electrical costs which have been paid on his behalf to be \$367.47. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1500, electrical costs of \$367.47 and terminating the tenancy agreement on September 15, 2010 unless these amounts are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time and to comply with his obligation to pay for electrical costs.

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Hal Logsdon  
Rental Officer