

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LARRY QUITTE**, 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 -

LARRY QUITTE

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 hundred seventy three dollars and thirty eight cents (\$173.38).

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of October,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **LARRY QUITTE**, 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-

LARRY QUITTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 20, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant

Date of Decision: October 20, 2010

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. The item was unclaimed but the applicant stated that the respondent was still in possession of the rental premises. The respondent paid the applicant \$5 on July 13, 2010 for a mail box key so I am reasonably sure he receives mail at the address of the rental premises. In my opinion, there are reasonable grounds to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. 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 sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were 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 \$173.38. The tenancy commenced on July 1, 2010 and the statement indicates that 50% of the security deposit (\$675) has been paid.

I find the statement in order and find the respondent in breach of his obligation to pay rent. In my opinion, a termination order is not an appropriate remedy given the small balance owing, recent payments made by the respondent and the amount of security deposit held by the applicant. However an order to pay rent arrears in the amount of \$173.38 and to pay future rent on time shall issue.

Hal Logsdon
Rental Officer