

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 six hundred nineteen dollars and fifty seven cents (\$1619.57).
2. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant compensation for electrical charges paid on his behalf in the amount of one hundred thirty six dollars and ninety five cents (\$136.95).
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 19th day of
November, 2010.

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: November 10, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Karlee Bell, representing the applicant

Date of Decision: November 10, 2010

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of receipt. The applicant withdrew their request for termination of the tenancy agreement. In my opinion, given that only a monetary order is requested and the accounting of the amount alleged owing appears to be in order, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The respondent did not 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 applicant the alleged rent arrears, compensation for electricity that had been paid on behalf of the respondent and to pay future rent on time.

The applicant provided a statement of account in evidence which indicated a balance of rent owing of \$1619.57 and charges for electricity which were paid on behalf of the respondent in the amount of \$136.95. The tenancy agreement between the parties obligates the tenant to pay for electricity during the term of the agreement.

I find the statement in order and find the respondent in breach of his obligation to pay rent and in breach of his obligation to pay for electricity. An order shall issue requiring the respondent to pay

the applicant rent arrears of \$1619.57, compensation for electricity charges which were paid on his behalf in the amount of \$136.95 and to pay future rent on time.

Hal Logsdon
Rental Officer