

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **MICHELLE ZIEBA**, 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 -

MICHELLE ZIEBA

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 eight hundred twelve dollars and forty nine cents (\$1812.49).
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the remaining balance of the required security deposit in the amount of three hundred sixty two dollars and fifty cents (\$362.50).

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 **MICHELLE ZIEBA**, 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-

MICHELLE ZIEBA

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 her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the applicant the alleged rent arrears and the remainder of the required security deposit.

The applicant provided a statement of account in evidence which indicated a balance owing of \$2174.99. Included in that amount was a balance of security deposit owing of \$362.50. The tenancy agreement commenced on July 15, 2010 making the full amount of the security deposit due no later than October 15, 2010.

I find the statement in order and find the respondent in breach of her obligation to pay rent and in breach of her obligation to pay the full amount of the required security deposit. I find the rent arrears to be \$1812.49 and the remainder of the required security deposit to be \$362.50.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1812.49 and the remainder of the required security deposit in the amount of \$362.50.

Hal Logsdon
Rental Officer