

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **HERB THIEM**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

HERB THIEM

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 four hundred sixty nine dollars (\$469.00).

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of September, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **HERB THIEM**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

HERB THIEM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 7, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: September 7, 2011

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 between the parties and evicting the tenant unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1569. The applicant stated that a payment of \$1100 had been made that did not appear on the statement bringing the balance owing to \$469. The monthly rent for the premises is \$1600. The security deposit has been paid in full. The tenancy agreement between the parties obligates the tenant to pay the monthly rent in advance.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$469. In my opinion, an order for payment is sufficient. The respondent is a long term tenant with a fully paid security deposit well in excess of the arrears.

An order shall issue requiring the respondent to pay rent arrears of \$469.

Hal Logsdon
Rental Officer