

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MISTIE LEE CLARK**, Respondent;

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

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 -

MISTIE LEE CLARK

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 six hundred dollars (\$600.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of October, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MISTIE LEE CLARK**, 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-

MISTIE LEE CLARK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 29, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: September 29, 2011

REASONS FOR DECISION

A Notice of Attendance was sent to the respondent by registered mail. The notice was returned unclaimed. The applicant stated that the respondent was still in possession of the premises. In my opinion, given the quantum of rent arrears alleged owing and the type of order issued, it is not unreasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

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 and evicting the respondent.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$600. The applicant stated that the required security deposit had been paid in full.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$600. In my opinion, given the fully paid security deposit, the termination of the tenancy agreement is not a reasonable remedy. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$600.

Hal Logsdon
Rental Officer