

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARLENE NASOGALUAK**, 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, regarding the rental premises at **INUVIK, NT**.

BETWEEN:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**MARLENE NASOGALUAK**

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 three thousand seven hundred ninety dollars and sixteen cents (\$3790.16).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 21 Nihjaa Apartments, Inuvik, NT shall be terminated on May 18, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the May, 2007 rent in the total amount of four thousand seven hundred eighty five dollars and sixteen cents (\$4785.16) is paid in full.

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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 26th day of April, 2007.

Rental Officer

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Hal Logsdon

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BETWEEN:

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Applicant/Landlord

-and-

**MARLENE NASOGALUAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 25, 2007

**Place of the Hearing:** Inuvik, NT

**Appearances at Hearing:** Darrin Holmes, representing the applicant

**Date of Decision:** April 25, 2007

**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 her 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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3840.16. Included in that amount were two penalties for late rent of \$25 each. The applicant stated that a flat rate penalty of \$25 was applied for late payments of rent. The statement indicates that no rent has been paid since January 5, 2007.

Sections 41(2) and 41(3) of the *Residential Tenancies Act* set out the penalty a landlord may charge when rent is not paid on time.

- 41(2) A tenant who pays his or her rent later than the dates specified by the tenancy agreement is liable to a penalty.**
- (3) The penalty referred to in subsection (2) is calculated for each day that the rent is late by multiplying**
  - (a) the rent due,****by**

**(b) the bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the periodic publication entitled the *Bank of Canada Review*, in effect on January 1 in the year that the late payment is calculated, and the total is divided by 365.**

Currently that rate is 4.33%. As the penalties are not in accordance with the Act, the penalties totaling \$50 which have been applied to the respondent's account are denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3790.16. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3790.16 and terminating the tenancy agreement on May 18, 2007 unless the rent arrears and the May, 2007 rent in the total amount of \$4785.16 is paid in full. I calculate that amount as follows:

Rent arrears as per statement	\$3840.16
Less penalties	<u>(50.00)</u>
Rent arrears	\$3790.16
Plus May, 2007 rent	<u>995.00</u>
Total	\$4785.16

Should the tenancy agreement continue the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer