

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **VERNA PIERROT**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**VERNA PIERROT**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand one hundred fifty dollars (\$1150.00). The rent arrears shall be paid in two equal installments of five hundred seventy five dollars (\$575.00), the first payment becoming due on March 31, 2010 and the second payment becoming due on April 30, 2010.

2. 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 16th day of February, 2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTHERN PROPERTY LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**VERNA PIERROT**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 11, 2010

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

**Appearances at Hearing:** Sylvia Siemens, representing the applicant  
Verna Pierrot, respondent

**Date of Decision:** February 11, 2010

### **REASONS FOR DECISION**

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 unless the arrears were promptly paid.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$1250. The monthly rent for the premises is \$1250. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears in two equal payments due on March 31, 2010 and April 30, 2010 respectively. The applicant was willing to continue the tenancy agreement provided the monthly rent was paid on time in the future and the arrears paid in accordance with the respondent's proposal.

The balance owing includes two charges of \$50 for returned cheques. The written tenancy agreement between the parties sets out the respondent's obligation to pay for returned cheque charges:

The Tenant's will pay the **incurred bank charges on all N.S.F. cheques.**

Information submitted by the applicant indicates that the applicant is charged \$2500/annum for all NSF cheque charges that may occur during that year for their portfolio. Therefore only 50 NSF charges at \$50 would have to be made to recover the annual bank charges. In my opinion,

this is an unrealistic NSF rate for a portfolio of approximately 1200 units and does not constitute a reasonable estimate of the actual incurred bank charges. Therefore the NSF charges are denied. The applicant is welcome to seek NSF charges in accordance with the tenancy agreement if their charges can be substantiated based on their actual NSF rate.

I find the rent arrears to be \$1150, calculated as follows:

Balance as per statement	\$1250
less NSF charges	<u>(100)</u>
Balance	\$1150

An order shall issue requiring the respondent to pay future rent on time and requiring the rent arrears to be paid in two equal installments of \$575. The first installment shall be due no later than March 31, 2010 and the final installment shall be due no later than April 30, 2010.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the payment of any balance owing and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

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Hal Logsdon  
Rental Officer