

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JEFFREY MERRILL**, 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 -

JEFFREY MERRILL

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 three hundred seventy five dollars (\$1375.00).
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 107 - 97 Niven Drive South, Yellowknife, NT shall be terminated on August 31, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

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 20th day of August, 2010.

Hal Logsdon
Rental Officer

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Applicant, and **JEFFREY MERRILL**, Respondent.

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JEFFREY MERRILL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 18, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joyce Dust, representing the applicant
Jeffrey Merrill, respondent

Date of Decision: August 18, 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 rent arrears were promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3050. The applicant stated that a payment of \$1525 had recently been made bringing the balance owing to \$1525. The monthly rent for the premises is \$1525. Included in the balance are three charges of \$50 for N.S.F. cheques.

The respondent did not dispute the allegations and stated that he would pay the rent arrears on or before August 31, 2010.

The tenancy agreement obligates the tenant to pay "the incurred bank charges on all N.S.F. cheques". In my opinion, this is not unreasonable. However, the \$50/cheque charge is considerably higher than other landlords are charging. I have asked the landlord to provide evidence that their charges for N.S.F. cheques represents their actual costs but, to date, have not received sufficient evidence to conclude that the charges are consistent with the tenancy agreement. Therefore the \$150 in N.S.F. fees is denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1375.

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 \$1375 and terminating the tenancy agreement on August 31, 2010 unless those arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer