

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, Respondents;

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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

ARVIN LANDRY AND ALISSA LANDRY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand five hundred ten dollars (\$1510.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of February, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, Respondents.

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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ARVIN LANDRY AND ALISSA LANDRY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 1, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rosetta Morales, representing the applicant

Date of Decision: February 1, 2011

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears are promptly paid. The applicant withdrew their request for an order evicting the respondents.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1610. This includes the February, 2011 rent. Rent is due monthly in advance. The monthly rent for the premises is \$1610.

The balance on the statement includes two \$50 charges for NSF cheques. The written tenancy agreement between the parties obligates the tenant to pay “incurred bank charges on all N.S.F. cheques.” In my opinion, the evidence provided by the applicant is not sufficient to demonstrate that the \$50 charge is solely what the landlord pays the bank for NSF charges. The \$50 fee charged is considerably higher than the fees other landlords are charged. The charges shall be denied until there is sufficient evidence to demonstrate that the fee represents only NSF costs and not other bank charges or penalties.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$1510, calculated as follows:

Balance as per statement	\$1610
less NSF charges	<u>(100)</u>
Total	\$1510

The arrears represent only a portion of the February, 2011 rent which is less than one day late. In my opinion, an order conditionally terminating the tenancy agreement is unwarranted.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$1510 and to pay future rent on time.

Hal Logsdon
Rental Officer