

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BRENDA TSELEIE AND PETER TSELEIE**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**BRENDA TSELEIE AND PETER TSELEIE**

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 three hundred ninety nine dollars (\$1399.00).

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and  
**BRENDA TSELEIE AND PETER TSELEIE**, 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:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**BRENDA TSELEIE AND PETER TSELEIE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** March 22, 2011

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

**Appearances at Hearing:** Maigan Lefrancois, representing the applicant  
Brenda Tseleie, respondent

**Date of Decision:** March 22, 2011

### **REASONS FOR DECISION**

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, terminating the tenancy agreement and evicting the respondents.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2236.50. Included in that amount is the remaining \$687.50 of the required security deposit and three charges of \$50 for returned cheques, bringing the balance of rent owing to \$1339.

The applicant stated that the respondents had given notice to terminate the tenancy agreement on March 31, 2011 and stated that the notice had been accepted.

The respondent confirmed that she would be vacating the premises on March 31, 2011 and did not dispute the rent arrears.

The applicant has not provided any evidence that the returned cheque charges represent the bank charges incurred by the landlord. The returned cheque charges are therefore denied.

The tenancy agreement is made for a term to expire on November 30, 2011. Therefore any notice to terminate the agreement on an earlier date is not in accordance with the Act. The respondents'

notice was not provided at the hearing nor was the acceptance by the applicant. I shall assume the notice and acceptance were both made in writing and constitute a mutual agreement to terminate the tenancy agreement pursuant to section 50 of the *Residential Tenancies Act*. That being the case there is no requirement to issue an order terminating the tenancy agreement. The eviction order is denied.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$1399. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1399.

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Hal Logsdon  
Rental Officer