IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LORETTA RANSOM AND DOUG COULTER**, 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 -

LORETTA RANSOM AND DOUG COULTER

Respondents/Tenants

<u>ORDER</u>

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 two thousand one hundred sixty two dollars and one cent ($2162.01).

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 Apartment 8, 15 Ptarmigan Road, Yellowknife, NT shall be terminated on October 31, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears of two thousand one hundred sixty two dollars and one cent ($2162.01) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of October, 2011.

_____
Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **LORETTA RANSOM AND DOUG COULTER**, 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-

LORETTA RANSOM AND DOUG COULTER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **October 12, 2011**

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

Appearances at Hearing: **Maigan Lefrancois, representing the applicant**

Date of Decision: **October 13, 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 and evicting the respondents unless the rent arrears are paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of $2375.55. Included in that amount are penalties for late rent, charges for using Visa and a charge for a returned cheque. The monthly rent for the premises is $2050.

I find the penalties in accordance with the *Residential Tenancies Act*.

The charges for using Visa for rent payments is denied. This charge is not a reasonable administrative charge and not permitted by Visa. A landlord is entitled to refuse payment of rent by certain means but can not impose a penalty or administrative charge on rent payments. The Visa charges total $163.54.

The $50 charge for a returned cheque is also denied. There is no evidence that this amount

represents the actual cost to the landlord or a reasonable estimate of damages.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be

$2162.01 calculated as follows:

Balance as per statement	$2375.55
Less NSF charge	(50.00)
Less Visa charges	(163.54)
Total	$2162.01

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent

arrears are paid.

An order shall issue requiring the respondents to pay the applicant rent arrears of $2162.01 and

terminating the tenancy agreement on October 31, 2011 unless the arrears are paid in full.

An eviction order to be effective on November 1, 2011 unless the arrears are paid on or before

October 31, 2011 shall be issued separately.

Hal Logsdon
Rental Officer