

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LILLAN CROOK**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

LILLAN CROOK

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 four hundred forty two dollars and eighty eight cents (\$1442.88).
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 206 4905 - 54th Avenue, Yellowknife, NT shall be terminated on August 31, 2008 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

.../2

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 21st day of August, 2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LILLAN CROOK**, 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.

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

LILLAN CROOK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Rosetta Morales, representing the applicant

Date of Decision: August 20, 2008

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in her absence.

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 of the rent account in evidence which indicated a balance of rent owing in the amount of \$1542.88. Included in that amount was a fee of \$100 which the applicant explained was a fee for transferring the respondent from one apartment to another.

There are only two provisions for fees or penalties in the *Residential Tenancies Act*. Pursuant to section 23 a landlord may charge a fee for consent to assign or sublet. There was no assignment or sublet involved in this matter. A landlord may also charge a prescribed penalty for late rent pursuant to section 41(2). The “transfer fee” is not a late rent penalty. Section 55(2) prohibits a landlord from charging any fee for giving a notice of termination and section 14(5) prohibits any deposit other than a security deposit. There is no provision in the tenancy agreement for the landlord to charge a “transfer fee”. In my opinion there is no authority for the applicant to charge a transfer fee or any obligation of the tenant to pay one. Therefore the request to pay the transfer fee is denied.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1442.88

calculated as follows:

| | |
|--------------------------|-----------------|
| Balance as per statement | \$1542.88 |
| Less “transfer fee” | <u>(100.00)</u> |
| Amount owing applicant | \$1442.88 |

In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1442.88 and terminating the tenancy agreement on August 31, 2008 unless those rent 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
