

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **CANDACE BURLES**, 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 -

CANDACE BURLES

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 five hundred fifty dollars (\$550.00).
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 Apartment 307, 490 Range Lake Road, Yellowknife, NT, shall be terminated on February 28, 2010 and the respondent shall vacate the premises on that date, unless 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 17th day of February, 2010.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

CANDACE BURLES

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 11, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Sylvia Siemens, representing the applicant
Candace Burles, respondent

Date of Decision: February 11, 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 arrears were promptly paid.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$650. The monthly rent for the premises is \$1300. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears by February 28, 2010. The applicant agreed to continue the tenancy agreement if the rent arrears were paid in full on or before that date.

The balance owing includes two charges of \$50 for returned cheques. The written tenancy agreement between the parties sets out the respondent's obligation to pay for returned cheque charges:

The Tenant's will pay the **incurred bank charges on all N.S.F. cheques.**

Information submitted by the applicant indicates that the applicant is charged \$2500/annum for all NSF cheque charges that may occur during that year for their portfolio. Therefore only 50 NSF charges at \$50 would have to be made to recover the annual bank charges. In my opinion, this is an unrealistic NSF rate for a portfolio of approximately 1200 units and does not constitute

a reasonable estimate of the actual incurred bank charges. Therefore the NSF charges are denied. The applicant is welcome to seek NSF charges in accordance with the tenancy agreement if their charges can be substantiated based on their actual NSF rate.

I find the rent arrears to be \$550, calculated as follows:

Balance as per statement	\$650
less NSF charges	<u>(100)</u>
Balance	\$550

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$550.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by February 28, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$550 and terminating the tenancy agreement on February 28, 2010 unless that amount is paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer