

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **VERONIQUE BEZHA**, Respondent;

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 -

**VERONIQUE BEZHA**

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 six hundred thirty five dollars (\$1635.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1454 Gitzel Street, Yellowknife, NT shall be terminated on October 31, 2010 and the respondent shall vacate the premises on that date unless the 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 21st day of October,  
2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **VERONIQUE BEZHA**, 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 LIMITED PARTNERSHIP**

Applicant/Landlord

-and-

**VERONIQUE BEZHA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 20, 2010**

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

**Appearances at Hearing:**                      **Crystal Mickle, representing the applicant**

**Date of Decision:**                      **October 20, 2010**

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail. Not having confirmation of delivery, I left a voice mail message with the respondent identifying the date, location and time of the hearing. The respondent contacted me via email confirming that she received the message but did not intend to appear at the hearing. 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 rent 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 \$3635. The applicant stated that a payment of \$1850 had been made earlier in the day which did not appear on the rent statement, bringing the balance of rent owing to \$1785. The monthly rent for the premises is \$1785.

The rent statement contains charges for three NSF cheques totalling \$150. The tenancy agreement between the parties obligates the tenant to pay “ the incurred bank charges on all NSF cheques”. The applicant has argued previously that \$50/NSF cheque represents their incurred bank charges but additional information requested by the rental officer has not been submitted. I am not satisfied from the evidence that the NSF charges represent actual incurred bank charges.

The relief of \$150 for the NSF charges is therefore denied.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1635, calculated as follows:

Balance as per statement	\$3635
Less pmt Oct. 20/10	(1850)
Less NSF charges	<u>(150)</u>
Total	\$1635

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

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1635 and terminating the tenancy agreement on October 31, 2010 unless those arrears are paid in full.

Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer