

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JEFFERY MERRILL**, 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 -

JEFFERY MERRILL

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 two thousand nine hundred dollars (\$2900.00).
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 107, 97 Niven Drive, Yellowknife, NT shall be terminated on December 15, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of
December, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JEFFERY MERRILL**, 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-

JEFFERY MERRILL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 1, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Crystal Mickle, representing the applicant

Date of Decision: December 1, 2010

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 his absence.

The applicant alleged that the respondent has 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 \$3050. Included in the balance are three charges for NSF cheques totalling \$150. The tenancy agreement between the parties obligates the tenant to pay “incurred bank charges on all NSF cheques”. I am not satisfied that the applicant is actually charged \$50 for every returned cheque and the applicant has not provided sufficient evidence to support the charges. Therefore, relief for the NSF charges are denied.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$2900 calculated as follows:

Arrears as per ledger	\$3050
less NSF fees	<u>(150)</u>
Rent arrears	\$2900

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 \$2900 and terminating the tenancy agreement on December 15, 2010 unless the rent arrears are paid in full. The respondent has previously been ordered to pay future rent on time and that order is still in effect.

Hal Logsdon
Rental Officer