

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **HOA PHUOC DO**, 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 -

**HOA PHUOC DO**

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 seven hundred eighty dollars (\$2780.00).
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 322, 5603 - 51A Avenue, Yellowknife, NT shall be terminated on December 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 2nd day of  
December, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **HOA PHUOC DO**, 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-

**HOA PHUOC DO**

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  
Hoa Phuoc Do, respondent

**Date of Decision:** December 1, 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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2830. Included in that amount was a charge of \$50 for a returned cheque. The monthly rent for the premises is \$1485. The applicant stated that the required security deposit had been paid in full.

The respondent did not dispute the allegations.

The tenancy agreement between the parties obligates the tenant to pay “incurred bank charges on all NSF cheques”. The applicant has not provided sufficient evidence to conclude that they pay bank charges of \$50 for each returned cheque. Therefore the \$50 charge is denied.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$2780 calculated as follows:

Balance as per statement	\$2830
less NSF charge	<u>(50)</u>
Rent arrears	\$2780

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 in the amount of \$2780 and terminating the tenancy agreement on December 31, 2010 unless the rent arrears are 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.

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Hal Logsdon  
Rental Officer