

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 five thousand six hundred eighty four dollars (\$5684.00).
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 1454 Gitzel Street, Yellowknife, NT shall be terminated on February 11, 2011 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 3rd day of February,  
2011.

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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:** February 1, 2011

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

**Appearances at Hearing:** Rosetta Morales, representing the applicant  
Veronique Bezha, respondent

**Date of Decision:** February 1, 2011

**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, terminating the tenancy agreement and evicting the respondent unless the rent arrears are promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$5884. This includes the February, 2011 rent which is due monthly in advance.

The applicant stated that the required security deposit had been paid in full. The monthly rent for the premises is \$1785.

Included in the balance are three charges of \$50 for NSF cheques. This relief was previously denied. A fourth charge for an NSF cheque was made on October 26, 2010 which I shall also deny for the same reasons. Three previous orders against the respondent have been satisfied.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$5684 calculated as follows:

Balance as per statement	\$5884
Less NSF charges	<u>(200)</u>
Total	\$5684

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 \$5684 and terminating the tenancy agreement on February 11, 2011 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer