

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, Respondents;

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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

ARVIN LANDRY AND ALISSA LANDRY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand three hundred ten dollars (\$2310.00).
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 5454 52nd Street, Yellowknife, NT shall be terminated on June 10, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears and the rent for June, 2011 in the total amount of three thousand nine hundred twenty dollars (\$3920.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of May, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **ARVIN LANDRY AND ALISSA LANDRY**, Respondents.

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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

ARVIN LANDRY AND ALISSA LANDRY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 25, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: May 25, 2011

REASONS FOR DECISION

The respondents were served with a Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was heard in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents unless the alleged arrears were paid in full.

The applicant provided a statement of the rent account which indicted a balance of rent owing in the amount of \$2410. The monthly rent for the premises is \$1610. Two previous orders have been satisfied.

The balance on the statement includes two \$50 charges for NSF cheques. This relief was denied previously but the applicant has not adjusted the statement. As stated in the previous order, the written tenancy agreement between the parties obligates the tenant to pay “incurred bank charges on all N.S.F. cheques.” In my opinion, the evidence provided by the applicant is not sufficient to demonstrate that the \$50 charge is solely what the landlord pays the bank for NSF charges. The \$50 fee charged is considerably higher than the fees other landlords are charged. The charges shall be denied until there is sufficient evidence to demonstrate that the fee represents only NSF costs and not other bank charges or penalties.

I find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2310 calculated as follows:

Balance as per statement	\$2410
less NSF charges (\$50 x 2)	<u>(100)</u>
Total	\$2310

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

A order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2310. The tenancy agreement between the parties shall be terminated on June 10, 2011 unless the respondents have paid the rent arrears and the rent for June, 2011 in full. I calculate that amount to be \$3920.

An eviction order shall be issued separately and shall be effective if the rent arrears and the June, 2011 rent have not been paid in full on or before June 10, 2011.

Hal Logsdon
Rental Officer