

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TRUDY BEKALE**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

- and -

TRUDY BEKALE

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 five hundred sixty one dollars (\$1561.00).

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of June, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **TRUDY BEKALE**, 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:

NPR LIMITED PARTNERSHIP

Applicant/Landlord

-and-

TRUDY BEKALE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 15, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant
Janet Stephenson, representing the respondent
Trudy Bekale, respondent

Date of Decision: June 15, 2011

REASONS FOR DECISION

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

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1788.26. The applicant stated that the full amount of the required security deposit had been paid.

The respondent disputed the balance owing stating that she had made a payment that morning of \$127.26. She provided a receipt in evidence. The respondent also stated that she was receiving rent support in the amount of \$1500 and a cheque was being processed for payment to the landlord. The applicant acknowledged that they had been notified that the \$1500 payment was forthcoming but had not yet received the money.

The statement contains two \$50 charges for NSF cheques. As I have noted in several other orders, the tenancy agreement between the parties obligates the tenant to pay for bank charges that the landlord incurs for NSF cheques. The applicant has not provided any evidence that they are charged \$50 for each cheque returned. This charge is significantly higher than what other landlords are being charged. The NSF charges totalling \$100 are denied.

I find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$1561 calculated as follows:

Balance as per ledger	\$1788.26
Less payment not posted	(127.26)
Less NSF charges	<u>(100.00)</u>
Rent arrears	\$1561.00

Considering the \$1500 about to be paid to the landlord and the full security deposit held, in my opinion, a termination order and eviction order are not necessary.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1561.

Hal Logsdon
Rental Officer