

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
LORETTA RANSOM AND DOUG COULTER, 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 -

LORETTA RANSOM AND DOUG COULTER

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 seven hundred sixty two dollars and forty six cents (\$762.46).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of
December, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
LORETTA RANSOM AND DOUG COULTER, 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-

LORETTA RANSOM AND DOUG COULTER

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: December 14, 2011

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: December 16, 2011

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held 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 rent arrears were paid.

The applicant provided a statement which indicated a balance of \$5265.21. The applicant stated that a payment of \$3000 had been made earlier in the day which did not appear on the statement, bringing the balance owing to \$2265.21. The monthly rent for the premises is \$2050.

Included on the statement are charges for using Visa, some of which have been denied previously but still appear on the statement. As I have determined previously, these charges are not reasonable and are not permitted by Visa. The relief requested of \$188.54 is denied.

Also included on the statement are returned cheque fees of \$100. As I have determined previously, the applicant has not demonstrated that these charges represent actual bank charges incurred which, in accordance with their tenancy agreement may be charged to the tenant. The relief of \$100 for returned cheque charges is denied.

The statement also contains a charge for an overdue water bill of \$1055.83 and additional administrative charges levied by the applicant of \$158.38. Article 3 of the tenancy agreement between the parties obligates the tenant to pay to the appropriate authority charges for water and also authorizes the landlord to pay for water charges in arrears and collect them from the tenant as rent arrears. However, the landlord has not paid the water charges and is therefore not entitled to relief. The relief requested of \$1214.21 is therefore denied.

I find the respondents in breach of their obligation to pay rent and find rent arrears of \$762.46 calculated as follows:

Balance as per statement	\$5265.21
Payment, December 14/11	(3000.00)
Visa fees	(188.54)
NSF fees	(100.00)
Water charges	<u>(1214.21)</u>
Total	\$762.46

As the security deposit held by the applicant is significantly greater than the rent owing, it is not reasonable, in my opinion, to issue a termination or eviction order. An order shall issue requiring the respondents to pay the applicant rent arrears of \$762.46 and to pay future rent on time.

Hal Logsdon
Rental Officer