

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DESERAE JONASON, 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 -

DESERAE JONASON

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 hundred ninety seven dollars (\$597.00).
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 A102, 900 Lanky Court, Yellowknife, NT shall be terminated on March 15, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears and the March, 2012 rent in the total amount of two thousand three hundred sixty seven dollars (\$2367.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of March,
2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DESERAE JONASON, 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-

DESERAE JONASON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 28, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Maigan Lefrancois, representing the applicant

Date of Decision: March 7, 2012

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent.

The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the arrears were paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$747. Included in this amount was a fee of \$100 charged by the applicant to transfer the respondent from one apartment to another and a fee of \$50 for a returned cheque.

Section 14.2(1) prohibits a landlord from demanding any deposit or fee to enter into a tenancy agreement other than a security deposit or pet deposit.

14.2. (1) A landlord shall not require or receive from a tenant or prospective tenant any amount as a deposit for damages or for arrears of rent, or any other amount as a condition of entering a tenancy agreement, other than a security deposit and, if applicable, a pet security deposit.

Section 55.2 prohibits a landlord from charging a fee for a notice of termination.

55.(2) No landlord shall charge a tenant a fee for giving a notice of termination.

In my opinion, the \$100 transfer fee is prohibited pursuant to these sections. The applicant's request for payment of this fee is denied.

The tenancy agreement between the parties obligates the tenant to pay bank charges incurred by the landlord pertaining to NSF cheques. The applicant has not provided any evidence that they incur a \$50 charge for a single returned cheque. Therefore their request for this relief is denied.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$597, calculated as follows:

Balance as per statement	\$747
Less transfer fee	(100)
Less NSF fee	<u>(50)</u>
Total	\$597

The tenancy agreement requires that the monthly rent be paid in advance and therefore the March rent of \$1770 will become due on March 1, 2012. An order shall issue requiring the respondent to pay the applicant rent arrears of \$597 and terminating the tenancy agreement on March 15, 2012 unless the rent arrears and the March, 2012 rent in the total amount of \$2367 are paid in full.

An eviction order to be effective on March 16, 2012 unless the rent arrears and the March, 2012 rent totalling \$2367 are paid in full on or before March 15, 2012 shall be issued separately.

Hal Logsdon
Rental Officer