

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DELPHINE ENZO, 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 -

DELPHINE ENZO

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 three thousand twenty dollars (\$3020.00).
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 Apartment 406, 42 Con Road, Yellowknife, NT shall be terminated on October 31, 2012 and the respondent shall vacate the premises on that date unless the rent arrears and the October, 2012 rent in the total amount of four thousand four hundred thirty dollars (\$4430.00) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 28th day of September, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
DELPHINE ENZO, 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-

DELPHINE ENZO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 26, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lillian Sliwka, representing the applicant
Delphine Enzo, respondent

Date of Decision: September 26, 2012

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3030. The monthly rent for the premises is \$1410. The applicant holds a security deposit of \$1375.

The respondent did not dispute the allegations and stated that she would be able to pay the balance and the October, 2012 rent by October 31, 2012.

The statement includes a charge of \$10 for the provision of a letter confirming residency. This is not a charge for a service or facility set out in the tenancy agreement nor is it rent. In my opinion, such charges are not part of the tenancy agreement and are therefore not enforceable pursuant to the *Residential Tenancies Act*. The \$10 charge is denied.

I find the respondent in breach of her obligation to pay rent. Deducting the \$10 charge from the balance indicated on the statement, I find the rent arrears to be \$3020. 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 of \$3020 and terminating the tenancy agreement on October 31, 2012 unless the rent arrears and the rent for October, 2012 are paid in full. I calculate that amount to be \$4430 as follows:

Rent arrears	\$3020
October, 2012 rent	<u>1410</u>
Total	\$4430

Should the tenancy agreement continue the respondent is also ordered to pay the monthly rent on time in the future.

An eviction order to be effective on November 1, 2012 unless the rent arrears and the October, 2012 rent are paid in full on or before October 31, 2012 shall be issued separately.

Hal Logsdon
Rental Officer