

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BETTY ANN KAIYOGANA**, 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 -

**BETTY ANN KAIYOGANA**

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 two thousand eight dollars and fifty cents (\$2008.50).
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 20, 5201 51st Street shall be terminated on January 31, 2013 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of January, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **BETTY ANN KAIYOGANA**, 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-

**BETTY ANN KAIYOGANA**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 3, 2013

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Connie Diener, representing the applicant  
Betty Ann Kaiyogana, respondent

**Date of Decision:** January 3, 2013

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and 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 were paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2058.50. The monthly rent for the premises is \$1265 and the applicant holds a security deposit of \$1265. Included in the balance is a charge for \$50 for a returned cheque charge. The applicant provided no evidence to support the charge.

The respondent did not dispute the allegations. She stated that she had applied for income assistance.

I find the respondent in breach of her obligation to pay rent. The \$50 returned cheque charge is denied. The charge is considerably more than that charged other landlords. Without evidence to support the charge, it is not acceptable. I find the rent arrears to be \$2008.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2008.50 and terminating the tenancy agreement on January 31, 2013 unless those arrears are paid in full.

- 3 -

An eviction order to be effective on February 1, 2013 unless the rent arrears are paid on or before January 31, 2013 shall be issued separately.

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Hal Logsdon  
Rental Officer