

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHRISTOPHER CARLSON, 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 -

CHRISTOPHER CARLSON

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 four thousand two hundred forty seven dollars (\$4247.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 1, 5023 - 48th Street, Yellowknife, NT shall be terminated on March 31, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of March,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
CHRISTOPHER CARLSON, 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-

CHRISTOPHER CARLSON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 13, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Christopher Carlson, respondent

Date of Decision: March 13, 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 promptly paid.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4747. The monthly rent for the premises is \$1550.

The respondent did not dispute the allegations and stated that he intended to move out by March 31, 2013.

The applicant has levied a charge of \$50 for a returned cheque on ten occasions. There is no evidence that this amount represents the charges imposed on the applicant and is significantly higher than what banks charge other landlords for dishonoured cheques. Section 13 of the *Residential Tenancies Act* prohibits this type of charge which in my opinion is tantamount to a penalty. These charges totalling \$500 are therefore denied.

- 13. A tenancy agreement must not contain any provision to the effect that a breach of the tenant's obligation under the tenancy agreement or this Act results in the whole or any part of the remaining rent becoming due and payable or results in a specific sum becoming due and payable, and a provision of this kind is of no effect.**

I find the respondent in breach of his obligation to pay rent. Deducting the NSF charges I find

rent arrears of \$4247. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4247 and terminating the tenancy agreement on March 31, 2013.

An eviction order to be effective on April 1, 2013 shall be issued separately.

Hal Logsdon
Rental Officer