

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
WISHMORE ZHEKE, 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 -

WISHMORE ZHEKE

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 eight thousand ninety six dollars (\$8096.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 313, 492 Range Lake Road, Yellowknife, NT shall be terminated on April 17, 2013 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of April,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
WISHMORE ZHEKE, 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-

WISHMORE ZHEKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 3, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Connie Diener, representing the applicant
Wishmore Zheke, respondent

Date of Decision: April 3, 2013

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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$8396. The monthly rent for the premises is \$1440. The applicant holds a security deposit of \$1440.

The respondent did not dispute the allegations and suggested that he could pay the arrears over time.

The statement indicates that the respondent's pre-authorized payments failed to clear the bank from October, 2012 to March, 2013. While the respondent has tried to pay some amount, nothing has been paid since December 12, 2012. Clearly the respondent's ability to pay these arrears is extremely limited.

The statement also indicates that the applicant has charged a \$50 NSF penalty for each dishonoured pre-authorized payment. The applicant provided no evidence that this was the amount charged by the bank. Since this charge is well in excess of the typical bank charge, I find it to be largely a penalty which is prohibited pursuant to section 13 of the *Residential Tenancies*

Act. Therefore the total NSF charges of \$300 is denied.

I find the respondent in breach of his obligation to pay rent. Deducting the NSF charges from the balance shown on the statement, I find rent arrears of \$8096. 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 of \$8096 and terminating the tenancy agreement on April 17, 2013. An eviction order to be effective on April 18, 2013 shall be issued separately.

Hal Logsdon
Rental Officer