

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOHN GASHUGI**, 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 -

**JOHN GASHUGI**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of six thousand two hundred forty dollars (\$6240.00).
2. Pursuant to section 14.2(2)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the required security deposit in the amount of six hundred fifty seven dollars and fifty cents (\$657.50).
3. Pursuant to section 83(2) of the *Residential Tenancies Act*, the respondent shall pay the rent arrears and security deposit in monthly installments of five hundred dollars (\$500.00)

payable on the last day of every month until the rent arrears and security deposit are paid in full. The first payment shall be due on April 30, 2013.

4. 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 15th day of April, 2013.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JOHN GASHUGI**, 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-

**JOHN GASHUGI**

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  
John Gashugi, 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 and failing to pay the balance of the required security deposit. 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 account and the tenancy agreement in evidence. The statement indicates a balance of rent arrears of \$6340. The statement also indicates that only \$667.50 of the required \$1325 security deposit has been paid, leaving a balance of security deposit owing of \$657.50.

The respondent did not dispute the allegations and stated that he could pay the rent arrears and security deposit in monthly installments of \$500 in addition to the monthly rent. The applicant accepted the offer and withdrew the request for an order terminating the tenancy agreement.

The balance indicated on the statement includes two \$50 charges for NSF cheques. This amount is well in excess of normal charges for returned cheques and there was no evidence indicating that these were charges levied by the bank. In my opinion this amount represents a penalty which is prohibited by the *Residential Tenancies Act*. The relief for the charges is denied.

I find the respondent in breach of his obligation to pay rent and his obligation to pay the required

security deposit. I find the rent arrears to be \$6240 and the outstanding balance of the security deposit to be \$657.50.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears and security deposit in monthly installments of \$500 until the rent arrears and security deposit are paid in full. The payments shall be due no later than the last day of every month and the first payment shall be due on April 30, 2013.

Should the respondent fail to pay the monthly rent on time or fail to pay the arrears and security deposit as ordered, the applicant may file another application seeking full payment of any remaining balance and termination of the tenancy agreement and eviction.

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Hal Logsdon  
Rental Officer