

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DONNA PANELA**, 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 -

DONNA PANELA

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 three hundred eighty two dollars (\$2382.00).
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 217, 490 Range Lake Road, Yellowknife, NT shall be terminated on April 30, 2014 and the respondent shall vacate the premises on that date unless the rent arrears in the amount of two thousand three hundred eighty two dollars (\$2382.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of April, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **DONNA PANELA**, 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-

DONNA PANELA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 2, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Donna Panela, respondent

Date of Decision: April 2, 2014

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 which indicated a balance of rent owing of \$2482. The monthly rent for the premises is \$1490. The applicant agreed to continue the tenancy agreement if the rent arrears were paid on or before April 30, 2014.

The respondent did not dispute the allegations and stated that she would be able to pay the rent arrears before April 30.

The applicant has charged \$50 on two occasions for NSF cheques. The applicant did not produce any evidence to indicate that these charges were actual costs to the landlord. The charge appears to be well in excess of the charge applied by banks for a returned cheque. Without supporting evidence, I find this charge to be a penalty which is prohibited pursuant to section 13 of the *Residential Tenancies Act*. Reducing the balance alleged owing by \$100, I find rent arrears of \$2382. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid on or before April 30, 2014.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2382 and

terminating the tenancy agreement on April 30, 2014 unless the rent arrears are paid on or before that date.

An eviction order to be effective on May 01, 2014 unless the rent arrears of \$2382 are paid on or before April 30, 2014 shall be issued separately.

Hal Logsdon
Rental Officer