

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MARY LOUISE NITSIZA**, 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 -

MARY LOUISE NITSIZA

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 thirty seven dollars (\$4037.00).
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 1441 Gitzel Street, Yellowknife, NT shall be terminated on May 13, 2014 and the respondent shall vacate the premises on that date unless at least four thousand dollars (\$4000.00) is paid on or before that date.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of May, 2014.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **MARY LOUISE NITSIZA**, 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-

MARY LOUISE NITSIZA

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 24, 2014

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Marie Laberge, representing the applicant
Mary Louise Nitsiza, respondent

Date of Decision: April 24, 2014

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.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4137. The monthly rent for the premises is \$2085 and the applicant holds a security deposit of \$1885. Included in that amount is a “transfer fee” of \$100 which the applicant explained was the fee charged for permitting the tenant to move from one apartment to another.

The respondent did not dispute the allegations.

The “transfer fee” appears to be a fee to terminate one tenancy agreement and enter into another. In my opinion, a rental officer has no jurisdiction regarding any fee applied to process an application or to enter into a tenancy agreement because no tenancy agreement has yet been formed. However, section 55(2) prohibits any fee charged for giving notice to terminate. The fee is clearly not arrears of rent which is the relief the applicant sought. Therefore the \$100 fee is denied.

I find the respondent in breach of her obligation to pay rent. Deducting the \$100 fee from the

balance indicated on the rent statement, I find the balance of rent owing to be \$4037. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless some significant progress is made to pay the outstanding balance. Given that the May rent will come due in less than a week, in my opinion, a payment of at least \$4000 on or before May 13, 2014 would demonstrate the respondent's willingness and ability to satisfy this debt.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$4037 and terminating the tenancy agreement on May 13, 2014 unless at least \$4000 is paid to the applicant on or before that date. An eviction order to be effective on May 14, 2014 unless at least \$4000 is paid to the applicant on or before May 13, 2014 shall be issued separately.

Hal Logsdon
Rental Officer