

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
NATISHA DRYGEESE, 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 -

NATISHA DRYGEESE

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 five thousand two hundred twenty seven dollars (\$5227.00).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 106, 600 Gitzel Street, Yellowknife, NT shall be terminated on August 31, 2015 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 20th day of August,
2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
NATISHA DRYGEESE, 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-

NATISHA DRYGEESE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 19, 2015

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Aya Burshan, representing the applicant

Date of Decision: August 19, 2015

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation that the notice had been delivered but Canada Post advised that a delivery had been attempted and a notice left at the respondent's address on August 5, 2015 indicating where the item could be picked up. The respondent failed to appear at the hearing. In my opinion, it is reasonable to deem the Notice of Attendance served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing proceeded in the absence of the respondent.

The applicant stated that their legal name was incorrect on the application and requested that it be amended accordingly. The style of cause of the order will be amended to reflect the proper name of the applicant.

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, terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of account in evidence which indicated a balance owing of \$5527. The statement indicates that the respondent's preauthorized rent payments had failed to clear the bank in every month since March, 2015. Only the March and April NSF preauthorized payments have been replaced by the respondent. The applicant has levied a charge of \$50 for each of the six NSF pre-authorized payments.

The applicant stated that the respondent was still in possession of the rental premises.

I find the charges for the NSF payments to be unreasonable as the respondent has not provided any evidence that the \$50 represents the actual charges levied by their bank. Without evidence to support this charge, I consider it to be a penalty which is prohibited by section 13 of the Act. The NSF charges totalling \$300 are denied.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$5227 calculated as follows:

Balance as per statement	\$5527
Less NSF charges	<u>(300)</u>
Rent arrears	\$5227

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The respondent has made little or no effort to pay any rent since April, 2015. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$5227 and terminating the tenancy agreement on August 31, 2015. An eviction order to be effective on September 1, 2015 shall be issued separately.

Hal Logsdon
Rental Officer