

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON NASOGALUAK**, 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 **INUVIK, NT**.

BETWEEN:

**NPR LIMITED PARTNERSHIP**

Applicant/Landlord

- and -

**JASON NASOGALUAK**

Respondent/Tenant

**ORDER AND EVICTION 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 nine hundred fifty dollars and forty eight cents (\$950.48).
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 13, 20 Tununuk Drive, Inuvik, NT shall be terminated on November 5, 2015 and the respondent shall vacate the premises on that date unless the rent arrears and the rents for October and November, 2015 in the total amount of two thousand seven hundred fifty dollars and forty eight cents (\$2750.48) have been paid in full.

3. Pursuant to section 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 13, 20 Tununuk Drive, Inuvik, NT on November 6, 2015 unless the rent arrears and the rents for October and November, 2015 in the total amount of two thousand seven hundred fifty dollars and forty eight cents (\$2750.48) have been paid in full on or before November 5, 2015.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of October, 2015.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and **JASON NASOGALUAK**, 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-

**JASON NASOGALUAK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 9, 2015

**Place of the Hearing:** Inuvik, NT via telephone

**Appearances at Hearing:** Aru Vishisht, representing the applicant  
Jason Nasogaluak, respondent

**Date of Decision:** October 21, 2015

**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 \$1190. The applicant sought relief in that amount.

A previous order (file #20-13398, filed on May 22, 2013) ordered the respondent to pay rent arrears of \$2014.48 and terminated the tenancy agreement unless these arrears were paid in two payments on or before June 28, 2013. An eviction order was also issued to be effective if the termination order was not satisfied. The respondent paid only \$930 and the tenancy agreement was therefore terminated on June 28, 2013. The respondent has continued to occupy the premises since that date and the eviction order was not enforced. I assume that the tenancy agreement was reinstated.

The previous order also ordered the applicant to credit the rent account \$164.52 which was an overpayment of the security deposit. The applicant acknowledged that the credit had never been applied to the account.

The rent statement also contains a debit of \$75 for a returned cheque charge. The applicant

provided no evidence regarding the charge.

The respondent did not dispute the allegations. He stated that he did not want to lose his apartment and could have the full amount paid on or before September 18, 2015.

I find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$950.48. The NSF charge of \$75 is denied as it is well in excess of what I understand to be a typical NSF charge and there is no evidence to indicate that this was a charge that the applicant incurred. In my opinion, without evidence to the contrary, the NSF charge is a penalty which is prohibited pursuant to section 13 of the Act. I calculate the rent arrears as follows:

Balance as per ledger	\$1190.00
less un-applied credit from previous order	(164.52)
less NSF charge	<u>(75.00)</u>
Rent arrears	\$950.48

In my opinion, there are sufficient grounds to terminate this tenancy agreement and evict the respondent unless the rent arrears are paid and the monthly rent begins to be paid when it is due.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$950.48 and terminating the tenancy agreement on November 5, 2015 unless the rent arrears, the rent for October 2015 and the rent for November 2015 in the total amount of \$2750.48 are paid in full. I calculate that amount as follows:

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Rent arrears	\$950.48
October rent	900.00
November rent	<u>900.00</u>
Total	\$2750.48

An eviction order to be effective on November 6, 2015 unless the rent arrears and the rents for October and November, 2015 are paid in full on or before November 5, 2015 shall also be issued.

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Hal Logsdon  
Rental Officer