

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHANNON K. TRESOOR ADEY, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") as amended;

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 -

SHANNON K. TRESOOR ADEY

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 four thousand eight hundred forty three dollars (\$4843.00).
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 303, 5465 - 52nd Street, Yellowknife, NT shall be terminated on March 31, 2016 unless the respondent has paid the applicant at least four thousand one hundred dollars (\$4100.00) on or before that date.

3. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as Apartment 303, 5465 - 52nd Street, Yellowknife, NT on April 1, 2016 unless the respondent has paid the applicant at least four thousand one hundred dollars (\$4100.00) on or before March 31, 2016.

DATED at the City of Yellowknife, in the Northwest Territories this 10th day of February, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **NPR LIMITED PARTNERSHIP**, Applicant, and
SHANNON K. TRESOOR ADEY, 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-

SHANNON K. TRESOOR ADEY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2016

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Metslal Mesgun, representing the applicant
Shannon K. Tresoor Adey, respondent

Date of Decision: February 3, 2016

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 account in evidence which indicated a balance owing of \$5093. Included in that balance were five debits of \$50 representing charges for returned cheques. The applicant provided no evidence that they had suffered losses of \$50 for each returned cheque.

The respondent did not dispute the allegations. She stated that she had a second job and would be able to pay \$1200 bi-weekly, \$1590 of which would represent the monthly rent and the remaining \$810 to be applied to arrears. The applicant agreed to continue the tenancy provided the respondent paid the monthly rent plus another \$810/month and showed good faith by making the payments regularly.

I find the statement in order and find the respondent in breach of her obligation to pay rent. The charges of \$250 for returned cheque charges are denied. The applicant has not shown that these charges represent damages suffered by the landlord and in my opinion, they are considerably higher than typical NSF bank charges. I find rent arrears of \$4843.

Balance as per statement	\$5093
Less NSF bank charges	<u>(250)</u>
Rent arrears	\$4843

In my opinion there are sufficient grounds to terminate the tenancy agreement and evict the respondent on March 31, 2016 unless the respondent demonstrates good faith in paying the rent and arrears in accordance with her proposed plan until March 31, 2016. The tenant will therefore have an opportunity to continue the tenancy but the landlord will be protected from unreasonable further loss of rent should the tenant breach the order.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4483. The order shall terminate the tenancy on March 31, 2016 unless the respondent pays the applicant at least \$4100 on or before that date. I calculate that amount as follows:

Rent due in February	\$1590
arrears due in February	810
February payment already made	<u>(700)</u>
Rent due in March	1590
Arrears due in March	<u>810</u>
Total due on or before March 31	\$4100

An eviction order shall issue to be effective on April 1, 2016 unless the respondent pays the applicant at least \$4100 on or before March 31, 2016.

Hal Logsdon
Rental Officer