

IN THE MATTER between **NUMAC DEVELOPMENT CORP.**, Applicant, and
AARON WILKIN AND SHELDON MASON, Respondents;

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,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

NUMAC DEVELOPMENT CORP.

Applicant/Landlord

- and -

AARON WILKIN AND SHELDON MASON

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand one hundred ten dollars and sixteen cents (\$2110.16).

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of August,
2004.

Hal Logsdon
Rental Officer

IN THE MATTER between **NUMAC DEVELOPMENT CORP.**, Applicant, and
AARON WILKIN AND SHELDON MASON, Respondents.

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:

NUMAC DEVELOPMENT CORP.

Applicant/Landlord

-and-

AARON WILKIN AND SHELDON MASON

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 10, 2004

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Doreen Benoit, representing the applicant

Date of Decision: August 12, 2004

REASONS FOR DECISION

The respondents were served with Notices of Attendance on August 5, 2004 but failed to appear at the hearing. The hearing was held in their absence.

The tenancy agreement between the parties was terminated in July, 2004 when the respondents vacated the premises. The applicant retained the security deposit, applying it to repair costs, cleaning and rent arrears resulting in a balance owing in the amount of \$2213.64. The applicant sought an order requiring the respondents to pay the remaining rent arrears.

The applicant provided a statement of the rent account in evidence which indicated a balance owing in the amount of \$2213.64. I find the penalties for late payment of rent in excess of the amount prescribed by section 41 of the *Residential Tenancies Act*.

- 41.(1) A tenant shall pay to the landlord the rent lawfully required by the tenancy agreement on the dates specified by the tenancy agreement.**
- (2) A tenant who pays his or her rent later than the dates specified by the tenancy agreement is liable to a penalty.**
- (3) The penalty referred to in subsection (2) is calculated for each day that the rent is late by multiplying**
- (a) the rent due,**
- by**
- (b) the bank deposit rate on deposit receipts for 30 days, as determined and published by the Bank of Canada in the periodic publication entitled the *Bank of Canada Review*, in effect on January 1 in the year that the late payment is calculated,**
- and the total is divided by 365.**

I am unable to calculate any penalty on rent paid prior to May 1, 2004 from the information on the rent statement. However, I find the penalty on late rent payment from May 1, 2004 to the date of the hearing to be \$13.41. The penalties of \$116.89 requested by the applicant are denied but a penalty of \$13.41 shall be permitted.

I find the remainder of the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2096.75 and allowable penalties for late payment to be \$13.41. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2110.16.

Hal Logsdon
Rental Officer