

IN THE MATTER between **Satdeo Inc.**, Applicant, and **Bradley Jacob**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the town of Hay River in the Northwest Territories.**

BETWEEN:

SATDEO INC.

Applicant/Landlord

- and -

BRADLEY JACOB

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$2,000.00 (two thousand dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #401, 3 Capital Drive, in Hay River, Northwest Territories, will terminate August 31, 2014, and the respondent must vacate the rental premises on or before that date, unless the rental arrears are paid in full.

DATED at the City of Yellowknife in the Northwest Territories this 21st day of July 2014.

Adelle Guigon
Deputy Rental Officer

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-and-

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REASONS FOR DECISION

Date of the Hearing: July 18, 2014
Place of the Hearing: Hay River, Northwest Territories
Appearances at Hearing: Malay Das, representing the applicant
Date of Decision: July 18, 2014

REASONS FOR DECISION

An application to a rental officer made by Satdeo Inc. as the applicant/landlord against Bradley Jacob as the respondent/tenant was filed by the Rental Office May 28, 2014. The application was made regarding a tenancy agreement for the rental premises known as #401, 3 Capital Drive, in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 17, 2014.

The applicant alleged the respondent had accumulated rental arrears and caused disturbances in the residential complex. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 18, 2014. Mr. Malay Das appeared representing the applicant. Mr. Bradley Jacob was served with a notice of attendance by registered mail deemed served July 9, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Jacob was not present, nor did anyone appear to represent him. The hearing proceeded in his absence pursuant to section 80(2) of the Act.

Mr. Das testified that Mr. Jacob has been a tenant under an oral tenancy agreement in the rental premises known as #401, 3 Capital Drive, in Hay River, Northwest Territories. Mr. Das did not have information as to when Mr. Jacob's tenancy began, though he was able to confirm Mr. Jacob has been a tenant since some time prior to March 2014. The agreed upon monthly rent was established at \$1,000 and until March 2014 Mr. Jacob had been meeting his obligation to pay rent. Since March 2014, Mr. Jacob has failed to pay the full amount of monthly rent on time. He was able to bring his rent account to a zero balance in May, however, he has not paid any rent for June and July; Mr. Jacob's current accumulated rental arrears are \$2,000.

Tenancy agreement

Mr. Das testified the residential tenancy agreement between the parties was oral in nature and commenced some time prior to March 2014. Mr. Jacob was served documents at the rental premises identified by Mr. Das as the property for which the oral tenancy agreement was entered into. I am satisfied a residential tenancy agreement is in place between the parties.

Rental arrears

Mr. Das testified that Mr. Jacob has failed to pay the rent for June and July, and that he was late paying the rent for March, April, and May. Mr. Das provided a copy of the notice of rental arrears provided to Mr. Jacobs regarding the March, April, and May rental arrears. Mr. Das testified the current rental arrears are \$2,000. I am find Mr. Jacob has been repeatedly late paying his rent and currently carries accumulated rental arrears in the amount of \$2,000.

Termination of the tenancy agreement

Although there is evidence before me of repeatedly late payment of rent and of current rental arrears, there is no evidence before me to suggest a historical pattern of behaviour for this tenant. I am satisfied a conditional termination order is justified in this instance.

An order will issue requiring Mr. Bradley Jacob to pay rental arrears in the amount of \$2,000, to pay his rent on time in the future, and terminating the tenancy agreement August 31, 2014, unless the rental arrears are paid in full.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's notice of disturbance from Apt. #401 correspondence to respondent dated May 12, 2014

Exhibit 2: Applicant's correspondence to respondent dated May 6, 2014

Exhibit 3: Applicant's notice of disturbance from Apt #401 correspondence to respondent dated July 15, 2014