

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **JOHN PETER OZOLINS**, 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, regarding the rental premises at **INUVIK, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

JOHN PETER OZOLINS

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 one thousand twenty five dollars (\$1025.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February, 2009.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **JOHN PETER OZOLINS**, 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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

JOHN PETER OZOLINS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 22, 2009

Place of the Hearing: Inuvik, NT

Appearances at Hearing: Lee Smallwood, representing the applicant
John Peter Ozolins, respondent

Date of Decision: January 22, 2009

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 to pay future rent on time. The applicant withdrew their request for an order terminating the tenancy agreement stating that the parties had come to an agreement regarding the payment of the arrears.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$1175. The monthly rent for the premises is \$1100.

The respondent stated that he intended to make a payment of \$1100 forthwith and make another payment of \$1100 after his next pay day, on February 8, 2009.

The applicant's rent statement indicates that a late payment charge of \$25 has been applied to the account on six occasions. Section 41(3) of the *Residential Tenancies Act* sets out the allowed penalty for late rent.

- 41.(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.**

As the penalty applied is not consistent with the Act, the late charges of \$150 are denied.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$1025, calculated as follows:

Balance as per statement	\$1175
less late charges	<u>(150)</u>
Amount owing applicant	\$1025

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1025 and to pay future rent on time.

Hal Logsdon
Rental Officer