

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ROY GOOSE**, 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:

**NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**

Applicant/Landlord

- and -

**ROY GOOSE**

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 three thousand sixty seven dollars and ninety three cents (\$3067.93).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 207, 5-9 Council Crescent, Inuvik, NT shall be terminated on November 10, 2010 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of November, 2010.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **ROY GOOSE**, 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-

**ROY GOOSE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**                      **October 29, 2010**

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

**Appearances at Hearing:**                      **Lee Smallwood, representing the applicant**

**Date of Decision:**                      **November 2, 2010**

### **REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

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.

The applicant provided a copy of the rent statement in evidence which indicated a balance of rent owing in the amount of \$3176.55. Penalties for late rent had been applied in July, 2010 (\$34.67), August, 2010 (\$73.95) and September, 2010 (\$34).

The penalty for late rent was amended on September 1, 2010. Prior to that date the penalty for late rent was set out in 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.**

The interest rate in effect in July and August, 2010 was 0.36%. The applicant has used an interest rate of 36%. The resultant penalties of \$34.67 and \$73.95 are not in accordance with the Act and are therefore denied. The penalty for late rent applied in September, 2010 is within the maximum prescribed by the regulations and is allowed.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3067.93 calculated as follows:

Arrears as per statement	\$3176.55
Less July/10 penalty	(34.67)
Less August/10	<u>(73.95)</u>
Total	\$3067.93

In my opinion, there are sufficient grounds to terminate the tenancy agreement. The arrears represent more than two months of rent, the account has been in arrears since July 1, 2010 and no payments have been made since September 29, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3067.93 and terminating the tenancy agreement on November 10, 2010.

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Hal Logsdon  
Rental Officer