

IN THE MATTER between **ALEKSANDAR MISKOVIC**, Applicant, and **AMANDA ANTHONY**, 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 **YELLOWKNIFE, MT.**

BETWEEN:

ALEKSANDAR MISKOVIC

Applicant/Landlord

- and -

AMANDA ANTHONY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondent shall pay the applicant penalties for late rent in the amount of one hundred twenty one dollars (\$121.00).
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 28th day of March, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **ALEKSANDAR MISKOVIC**, Applicant, and **AMANDA ANTHONY**, 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:

ALEKSANDAR MISKOVIC

Applicant/Landlord

-and-

AMANDA ANTHONY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 28, 2012

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Aleksandar Miskovic, applicant

Date of Decision: March 28, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation that she had picked up the notice but she had received notification that it was available at the postal facility. Two voice mail messages were left for the respondent reminding her of the notice and providing instructions regarding the teleconference hearing. The respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent had repeatedly paid the rent late. The applicant sought an order requiring the respondent to pay the accrued penalties for late rent and terminating the tenancy agreement.

The applicant provided a statement of the rent account and copies of his bank statements which indicated that the monthly rent was received late on twelve occasions. The statement indicates that penalties for late rent have been applied in accordance with the regulations of the *Residential Tenancies Act*. While there are no arrears of rent owing currently, there is a balance of applied penalties of \$121. The applicant stated that the full amount of rent is deposited directly to his account through the *Income Security Program*. He also noted that the lateness of the rent has become worse in the past few months. The March, 2012 rent was twenty six days late.

I suspect that some of the minor late payments may be due to the failure of program administrators to deposit the rent in a timely manner. Many of the payments are only several days late. However, on three occasions, the rent was paid ten days late or more. This is more likely to be the result of the respondent failing to report information to the program administrators in a timely manner. Regardless of the cause, the respondent is obligated to pay the rent on time regardless of her source of income.

I find the respondent in breach of her obligation to pay rent on the days it is due. I find the penalties of \$121 to be correctly calculated. In my opinion the breach does not warrant termination of the tenancy agreement but the respondent would be well advised to take action to ensure the rent is paid in accordance with the tenancy agreement to avoid future legal action by the applicant.

An order shall issue requiring the respondent to pay the applicant penalties for late rent in the amount of \$121 on or before April 30, 2012 and to pay the monthly rent on time in the future.

Hal Logsdon
Rental Officer