

IN THE MATTER between **SATDEO INC.**, Applicant, and **LUTHAR SIMPSON**,  
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 **HAY RIVER, NT**.

BETWEEN:

**SATDEO INC.**

Applicant/Landlord

- and -

**LUTHAR SIMPSON**

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 one hundred fifty dollars (\$3150.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 503, 3 Capital Drive, Hay River, NT shall be terminated on May 31, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of three thousand one hundred fifty dollars (\$3150.00) are paid in full.

3. 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 18th day of May,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SATDEO INC.**, Applicant, and **LUTHAR SIMPSON**,  
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:

**SATDEO INC.**

Applicant/Landlord

-and-

**LUTHAR SIMPSON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 9, 2012

**Place of the Hearing:** Hay River, NT via teleconference

**Appearances at Hearing:** Malay Das, representing the applicant  
Luthar Simpson, respondent

**Date of Decision:** May 18, 2012

### **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 terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4200 representing outstanding rents for February, March, April and May, 2012. The monthly rent for the premises is \$1050.

The respondent disputed the allegations stating that the February, 2012 rent had been paid. He provided two notices served on him by the applicant in evidence. The first dated April 5, 2012 stated that the April, 2012 rent of \$1050 had not been paid and that a late penalty of \$50 would be added to the account. The second notice, dated April 16, 2012 was a notice of early termination, stating that the amount of rent owing was \$2150 which presumably consisted of the March, 2012 rent (\$1050) the April, 2012 rent (\$1050) and the penalty (\$50). In my opinion, the applicant's notice supports the respondent's testimony that the February, 2012 rent had been paid. The respondent acknowledged that the rents for March, April and May, 2012 had not been paid and did not dispute a balance owing of \$3150.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$3150. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears

are promptly paid. An order shall issue requiring the respondent to pay the applicant rent arrears of \$3150 and terminating the tenancy agreement on May 31, 2012 unless those arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer