

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, NT**.

BETWEEN:

ALEKSANDAR MISKOVIC

Applicant/Landlord

- and -

AMANDA ANTHONY

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 eight hundred eighty eight dollars (\$3888.00).
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 4230 49A Avenue (ground-level suite), Yellowknife, NT shall be terminated on June 8, 2012 and the respondent shall vacate the premises on that date, unless the rent arrears, current penalties for late rent, previously ordered penalties for late rent and the rent for June, 2012 in the total

amount of five thousand nine hundred nine dollars (\$5909.00) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of May,
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

| | |
|---------------------------------------|--|
| <u>Date of the Hearing:</u> | May 25, 2012 |
| <u>Place of the Hearing:</u> | Yellowknife, NT via teleconference |
| <u>Appearances at Hearing:</u> | Aleksandar Miskovic, applicant Amanda Anthony, respondent Scott Robertson, assisting the respondent |
| <u>Date of Decision:</u> | May 30, 2012 |

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement and a previous order by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and penalties for late rent and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent and penalties for late rent totalling \$3973. Of that amount, \$121 of late rent penalties has already been ordered to be paid (file #10-12681, filed on March 28, 2012). The applicant stated that to date, that order has not been satisfied. The current relief sought consists of the rents for April, 2012 (\$1900), May, 2012 (\$1900) and penalties for April and May rents to May 7, 2012 (\$52) totalling \$3852.

The tenancy agreement between the parties requires the rent to be paid in advance on the first day of each month. The previous order required the respondent to pay future rent on time.

The respondent stated that she receives assistance through the *Income Security Program*. Her rent has been paid in full in previous months via a direct deposit to the applicant's bank account. The respondent acknowledged that she was responsible for the late payment of rent in March, 2012 but the April and May, 2012 payments have been delayed due to program administrative problems. She stated that she was unaware that the rent had not been deposited to the landlord's

account until she was served with the *Application to a Rental Officer*. The applicant stated that once she was aware of the problem she took action to resolve it including an attempt to access emergency funds from another program. She stated that the issues had been resolved with the *Income Security Program* and she expected the cheques would be issued immediately for April and May, 2012. The respondent offered no other evidence to corroborate her testimony, however my inquiry to the manager of the program indicates that some of the problems related to the recent late payments can be attributed to the program's administration.

Regardless of the source of the tenant's income, it is the tenant's obligation to pay the rent on time. In my opinion, however, it would not be reasonable to terminate this tenancy agreement where there is an indication that the rent was late due to an administrative problem rather than simply negligence on the part of the tenant. In my opinion, the tenancy agreement should continue but only if the arrears and the current and previous late rent penalties are paid promptly.

I find the respondent in breach of her obligation to pay rent and in breach of the previous order to pay penalties for late rent and to pay rent on time. I find the current rent arrears and penalties, calculated to May 25, 2012 to be \$3888 calculated as follows:

| | |
|------------------------------|-----------|
| April/12 rent | \$1900 |
| April/12 penalties (55 days) | 59 |
| May/12 rent | 1900 |
| May/12 penalties (25 days) | <u>29</u> |
| Total | \$3888 |

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent

arrears, previously ordered penalties, penalties for April and May, 2012 and the June, 2012 rent are paid on or before June 8, 2012. I calculate that amount to be \$5909 as follows:

| | |
|------------------------------|-------------|
| April/12 rent | \$1900 |
| April/12 penalties (55 days) | 59 |
| May/12 rent | 1900 |
| May/12 penalties (25 days) | 29 |
| Previously ordered penalties | 121 |
| June/12 rent | <u>1900</u> |
| Total | \$5909 |

An order shall issue requiring the respondent to pay the applicant rent arrears of \$3888 and terminating the tenancy agreement on June 8, 2012 unless \$5909 is paid to the applicant in full on or before that date. An eviction order to be effective on June 11, 2012 unless the ordered sum is paid on or before June 8, 2012 shall be issued separately.

Hal Logsdon
Rental Officer