

IN THE MATTER between **SATDEO INC.**, Applicant, and **SCOTT GIOVANETTI**,  
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 -

**SCOTT GIOVANETTI**

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 five hundred dollars (\$1500.00).
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 903, 3 Capital Drive, Hay River, NT shall be terminated
  - a) on June 7, 2012 unless rent arrears are paid to the applicant in the amount of one thousand five hundred dollars (\$1500.00) and,
  - b) on June 15, 2012 unless the rent for June, 2012 is paid to the applicant in the

amount of one thousand fifty dollars (\$1050.00).

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of May,  
2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **SATDEO INC.**, Applicant, and **SCOTT GIOVANETTI**,  
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-

**SCOTT GIOVANETTI**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 30, 2012

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

**Appearances at Hearing:** Malay Das, representing the applicant  
Scott Giovanetti, respondent

**Date of Decision:** May 30, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to pay the full amount of the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$1800 and a balance owing of the security deposit of \$1050. The applicant stated that since the statement had been filed, there had been an additional payment of \$300 which brought the balance of rent owing to \$1500. The monthly rent for the premises is \$1050. The applicant stated that he believed the tenancy agreement commenced in March, 2012. The applicant stated that the tenancy agreement was verbal and required the rent to be paid in advance on the first day of each month.

The respondent did not dispute the rent arrears but stated that the tenancy agreement commenced in January, 2012 and that the verbal agreement, made with Harry Satdeo did not require a security deposit. He stated that only the first month's rent was required before occupancy was permitted and no mention was made of a security deposit. It does not appear that the landlord's representative was a party to the verbal agreement.

The respondent stated that he could pay \$1500 on May 31, 2012 and could pay the full amount of

the June rent on or before June 15, 2012.

I can not find sufficient evidence that the verbal agreement between the parties required a security deposit. Accordingly, the applicant's request for the payment of a security deposit is denied.

I find the respondent in breach of his obligation to pay rent and find rent arrears of \$1500. An order shall issue requiring the respondent to pay the applicant rent arrears of \$1500 and terminating the tenancy agreement on June 7, 2012 unless those arrears are paid in full. The order shall also terminate the tenancy agreement on June 15, 2012 unless the June, 2012 rent of \$1050 is paid in full.

Eviction orders to be effective on June 8 and June 18, 2012 unless the ordered payments are made shall be issued separately.

---

Hal Logsdon  
Rental Officer