

IN THE MATTER between **SATDEO INC.**, Applicant, and **FRANCIS COURTOREILLE AND SHARON COURTOREILLE**, Respondents;

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 -

**FRANCIS COURTOREILLE AND SHARON COURTOREILLE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears and penalties for late rent in the amount of four thousand twenty four dollars (\$4024.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for premises known as Apartment 502, 3 Capital Drive, Hay River, NT shall be terminated on September 30, 2012 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of September, 2012.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **SATDEO INC.**, Applicant, and **FRANCIS COURTOREILLE AND SHARON COURTOREILLE**, Respondents.

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-

**FRANCIS COURTOREILLE AND SHARON COURTOREILLE**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 11, 2012</b>
<b><u>Place of the Hearing:</u></b>	<b>Hay River, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Olly Das, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>September 11, 2012</b>

### **REASONS FOR DECISION**

The respondents were sent Notices of Attendance by registered mail. At the time of the hearing there was no confirmation of delivery but a notice was left in their mailbox on August 20, 2012 by Canada Post indicating that they had registered mail which could be picked up at the post office. The applicant stated that the respondents were still in possession of the premises and their mailbox was operational. Notices of Attendance for a previous hearing were successfully delivered to the same address. In my opinion, it is not unreasonable to deem the notices delivered pursuant to section 71(5) of the *Residential Tenancies Act*. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondents.

The applicant testified that the respondents had failed to pay rent in July, August and September, 2012 and that the monthly rent for the premises is \$1300 bringing the balance of rent owing to \$3900. The applicant also testified that the verbal tenancy agreement between the parties required the monthly rent to be paid in advance no later than the first day of each month. The applicant also sought penalties for late rent in July, August and September, 2012 of \$130.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be

\$3900. Penalties for late rent are set out in the regulations to the *Residential Tenancies Act*.

**3. For the purposes of subsection 41(2) of the Act, a late payment penalty respecting the rent due under a tenancy agreement must not exceed \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65.**

The penalties assessed by the applicant exceed the amount set out in the regulations I find the maximum amount to be \$124.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and penalties are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears and penalties for late rent in the amount of \$4024 and terminating the tenancy agreement on September 30, 2012 unless those arrears are paid in full.

An eviction order to be effective on October 1, 2012 unless the rent arrears are paid in full shall be issued separately.

---

Hal Logsdon  
Rental Officer