

IN THE MATTER between **Satdeo Inc.**, Applicant, and **Joshua Jones**, 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, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises within **the town of Hay River in the Northwest Territories**.

BETWEEN:

SATDEO INC.

Applicant/Landlord

- and -

JOSHUA JONES

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,288.00 (one thousand two hundred eighty-eight dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.

DATED at the City of Yellowknife in the Northwest Territories this 28th day of July 2014.

Adelle Guigon
Deputy Rental Officer

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AND IN THE MATTER of a Hearing before **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

SATDEO INC.

Applicant/Landlord

-and-

JOSHUA JONES

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 18, 2014
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	Malay Das, representing the applicant
<u>Date of Decision:</u>	July 18, 2014

REASONS FOR DECISION

An application to a rental officer made by Satdeo Inc. as the applicant/landlord against Joshua Jones as the respondent/tenant was filed by the Rental Office May 28, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #404, 3 Capital Drive, in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent June 30, 2014.

The applicant alleged the respondent had accumulated rental arrears. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 18, 2014. Mr. Malay Das appeared representing the applicant. Mr. Joshua Jones was sent a notice of attendance by registered mail deemed served July 9, 2014, pursuant to section 71(5) of the *Residential Tenancies Act* (the Act). Mr. Jones did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in Mr. Jones's absence pursuant to section 80(2) of the Act.

Mr. Das testified that the oral tenancy agreement with Mr. Jones set the monthly rent amount at \$1,200 due the first of each month. Although Mr. Das did not have specific dates to reference, he testified that Mr. Jones has been repeatedly late paying his rent during his tenancy. Mr. Das did testify to direct knowledge that Mr. Jones did not pay his rent for May 2014 until May 28th, paid his rent for June 2014 by June 30th in installments of \$500 and \$700, and has not paid his rent for July at all to date. Mr. Jones was given two notices of rental arrears by the applicant dated May 6 and July 11, 2014; these notices also advised of an assessment of late payment penalties against Mr. Jones's rent account in the amount of \$50 for each month of delay. Mr. Jones has not responded to either of the notices. Mr. Das requested an order for payment of the current rental arrears of \$1,200 plus late payment penalties for the months of May, June, and July.

I am satisfied that Mr. Jones has accumulated rental arrears as of July 18, 2014, in the amount of \$1,200 representing the rent for July 2014. I am also satisfied that Mr. Jones was late paying his rent for the months of May and June 2014.

Section 41(2) of the Act specifies a tenant's liability for penalties for late payment of rent calculated in accordance with the *Residential Tenancies Regulations* (the regulations). Section 3 of the regulations directs the calculation of late payment penalties to not exceed \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65. Accepting that the rent for May was not made until May 28th, that the rent for June was not made in full until June 30th, and the rent for July has not been made as of the date of this hearing (July 18th), the proper calculation of late payment penalties is as follows:

May 1 to 28 = \$5 + \$27	\$32.00
June 1 to 30 = \$5 + \$29	\$34.00
July 1 to 18 = \$5 + \$17	\$22.00
TOTAL LATE PAYMENT PENALTIES	\$88.00

I find Mr. Jones has accumulated rental arrears in the amount of \$1,288; an order will issue requiring Mr. Jones to pay the rental arrears and to pay his rent on time in the future.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Applicant's correspondence to respondent dated May 6, 2014

Exhibit 2: Applicant's correspondence to respondent dated July 11, 2014