

IN THE MATTER between **Satdeo Inc.**, Applicant, and **Richard Winter**, 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 -

RICHARD WINTER

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 \$4,500.00 (four thousand five hundred dollars).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #705, 3 Capital Drive, in Hay River, Northwest Territories, will terminate February 28, 2015, and the respondent must vacate the rental premises on or before that date.

DATED at the City of Yellowknife in the Northwest Territories this 23rd day of January 2015.

Adelle Guigon
Deputy Rental Officer

IN THE MATTER between **Satdeo Inc.**, Applicant, and **Richard Winter**, 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 **Adelle Guigon**, Deputy Rental Officer.

BETWEEN:

SATDEO INC.

Applicant/Landlord

-and-

RICHARD WINTER

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 21, 2015
<u>Place of the Hearing:</u>	Hay River, Northwest Territories
<u>Appearances at Hearing:</u>	Blaine Maillet, representing the applicant Richard Winter, respondent
<u>Date of Decision:</u>	January 21, 2015

REASONS FOR DECISION

An application to a rental officer made by Satdeo Inc. as the applicant/landlord against Richard Winter as the respondent/tenant was filed by the Rental Office November 7, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #705, 3 Capital Drive, in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent November 18, 2014.

The applicant alleged the respondent had accumulated rental arrears and sought an order for payment of rental arrears and termination of the tenancy agreement. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for January 21, 2014, in Hay River, Northwest Territories. Mr. Blaine Maillet appeared representing the applicant. Mr. Richard Winter appeared as respondent.

The parties agreed Mr. Winter and Satdeo Inc. are parties to a verbal tenancy agreement for the rental premises known as #705, 3 Capital Drive, in Hay River, Northwest Territories. The agreed upon monthly rent is \$1,000 to be paid in two monthly installments of \$500 each.

The total amount of rental arrears claimed by the applicant is \$8,500. This amount includes rental arrears of \$2,500 previously ordered to be paid by rental officer order number 10-14149. Mr. Winter acknowledges he has not paid the rent for the months of September 2014 to January 15, 2015, totalling \$4,500, nor has he paid the \$2,500 required by rental officer order number 10-14149. Based on the bi-weekly payment agreement, the rent for the second half of January is not yet due. Mr. Winter testified he did pay the rent for August 2014. Mr. Maillet was not able to dispute Mr. Winter's testimony in this regard. I find Mr. Winter has current rental arrears accumulated since September 1, 2014, in the amount of \$4,500.

The applicant requested an order terminating the tenancy due to Mr. Winter's failure to pay the rent. Rental officer order number 10-14149 included an order to terminate the tenancy on September 30, 2014, unless rental arrears in the amount of \$2,500 were paid in full. Although the rental arrears were not paid by that date, Mr. Winter was permitted to continue occupying the rental premises and the termination of the tenancy was not enforced. The current application was

not made until November 3, 2014. I'm given to understand the intent of the current application was meant to request an eviction order, however that request was not specifically identified in the application and as such I refused to consider an eviction order at this time. In consideration of the substantial amount of rental arrears, I find unconditional termination of the tenancy agreement is justified. Mr. Winter was not opposed to the termination of the tenancy agreement, only requesting time to find new accommodations.

Section 68(2) of the *Residential Tenancies Act* (the Act) authorizes a rental officer hearing an application to terminate a tenancy to permit a tenant to raise any issue that could be the subject of an application under this Act if the rental officer considers it appropriate in the circumstances. Mr. Winter was, as such, permitted to raise the following issues at this hearing:

1. The landlord entering the rental premises without notice or permission in accordance with the Act;
2. Damage to the apartment deadbolt such that it no longer functioned to secure the premises;
3. Removal of personal property from the rental premises without authority, resulting in damage to returned property and failure to return several other items;
4. Reduction in use of a portion of the rental premises as a result of serious structural defects without compensation;
5. Insufficient provision of heat to the rental premises, requiring use of electric micro furnace;
6. Presence of asbestos in the rental premises.

Mr. Winter requested compensation for the listed allegations. As this was the first Mr. Maillet was hearing of the issues raised and he had no reason to anticipate a necessity to be prepared to answer to the claims, I directed the adjournment of this hearing to a mutually agreed date of February 26, 2015, at 3:30 p.m., by three-way teleconference in order to permit the applicant to prepare an appropriate response to the allegations brought forward by Mr. Winter. The parties were instructed to prepare their arguments and provide any supporting documentation to each other and the Rental Office prior to the scheduled hearing date for consideration. It was recommended that should either party be unsure of how to go about proving their positions they

may wish to seek legal counsel for advice. They were further informed that should the parties come to a mutually agreeable resolution on their own prior to February 26, 2015, and no longer required the hearing before a rental officer that they would be required to notify the Rental Office by telephone or email prior to that date.

An order will issue requiring Mr. Richard Winter to pay rental arrears in the amount of \$4,500 and terminating his tenancy agreement on February 28, 2015. The application file will remain open until the remaining allegations are resolved.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: PINCHIN West Ltd.'s bulk material sample analysis results correspondence to JNT
Environmental Contracting Ltd. dated September 26, 2014