

IN THE MATTER between **Satdeo Inc.**, Applicant, and **Bradley Jacobs**, 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 -

BRADLEY JACOBS

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 \$2,000.00 (two thousand dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #401, 3 Capital Drive, in Hay River, Northwest Territories, will terminate March 31, 2015, unless the rental arrears of \$2,000.00 (two thousand dollars) are paid in full and the rents for February and March 2015 are paid on time.

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

Adelle Guigon
Deputy Rental Officer

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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-

BRADLEY JACOBS

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REASONS FOR DECISION

Date of the Hearing: **January 21, 2015**

Place of the Hearing: **Hay River, Northwest Territories**

Appearances at Hearing: **Blaine Maillet, representing the applicant**

Date of Decision: **January 21, 2015**

REASONS FOR DECISION

An application to a rental officer made by Satdeo Inc. as the applicant/landlord against Bradley Jacobs as the respondent/tenant was filed by the Rental Office December 4, 2014. The application was made regarding a residential tenancy agreement for the rental premises known as #401, 3 Capital Drive, in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent December 11, 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. No documentary evidence was submitted.

A hearing was scheduled for January 21, 2015, in Hay River, Northwest Territories. Mr. Blaine Maillet appeared representing the applicant. Mr. Bradley Jacobs was served a notice of attendance by registered mail signed for January 14, 2015. Mr. Jacobs did not appear, nor did anyone appear on his behalf. The hearing proceeded in Mr. Jacobs' absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act). Mr. Jacobs did appear after a decision was rendered on this matter, at which time he was advised of the outcome.

Mr. Maillet testified Mr. Jacobs has a verbal tenancy agreement with the applicant and it was determined the monthly rent agreed for the bachelor suite Mr. Jacobs rents was \$1,000. Mr. Jacobs current accumulated rental arrears are claimed at \$2,000, representing the rent for December 2014 and January 2015. The rental arrears at the time the application was made in November 2014 have since been paid. The applicant requested an order for payment of rental arrears and termination of the tenancy agreement.

Mr. Maillet was unable to quantify a historical pattern of behaviour showing repeated failure to pay rent on the part of the respondent. Although he is aware Mr. Jacobs had rental arrears when the application was filed, he is not aware of the value of the rental arrears at the time. The \$2,000 in rental arrears claimed can clearly be attributed to the rents for December and January when considering the accepted monthly rent of \$1,000. I find Mr. Jacobs has accumulated rental arrears in the amount of \$2,000 and that he has failed to comply with his obligation to pay the full

amount of his rent when it is due. In making those findings, I am also satisfied termination of the tenancy agreement is justified, although on a conditional basis as it seems to me the lack of a historical pattern of behaviour suggests Mr. Jacobs may be able to comply with his obligations.

An order will issue requiring Mr. Bradley Jacobs to pay rental arrears in the amount of \$2,000, to pay his future rent on time, and terminating his tenancy agreement on March 31, 2015, unless the rental arrears are paid in full and the rents for February and March are paid on time.

Adelle Guigon
Deputy Rental Officer