

IN THE MATTER between **Satdeo Inc.**, Applicant, and **Dave MacLennan**, 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 -

DAVE MACLENNAN

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 regarding the rental premises known as #503, 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 28th 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-

DAVE MACLENNAN

Respondent/Tenant

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 Dave MacLennan 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 #503, 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 was repeatedly late paying the full amount of rent when it's due and had accumulated rental arrears. They 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. Dave MacLennan was served a notice of attendance by registered mail signed for January 12, 2015. Mr. MacLennan did not appear at hearing, nor did anyone appear on his behalf. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

The applicant and respondent had entered into a verbal tenancy agreement permitting Mr. MacLennan to occupy apartment #503, 3 Capital Drive, in Hay River, Northwest Territories. The rental premises is a one-bedroom apartment with an agreed upon monthly rent of \$1,200. Mr. MacLennan currently has rental arrears of \$2,000. As this is the first time Mr. MacLennan is being brought before a rental officer, Mr. Maillet agreed it would be reasonable to give Mr. MacLennan an opportunity to show he can comply with his obligations to pay his rent by issuing a termination order conditional on the payment of rental arrears and monthly rents.

I am satisfied a valid verbal tenancy agreement is in place between the parties in accordance with the Act. I find the respondent has accumulated rental arrears in the amount of \$2,000 and that a conditional termination order is justified. An order will issue requiring Mr. Dave MacLennan to pay rental arrears in the amount of \$2,000, to pay his rent on time in the future, and terminating his tenancy agreement 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