

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 IN THE MATTER of a Hearing before, **Adelle Guigon**, Deputy Rental Officer, regarding a rental premises located within the **town of Hay River in the Northwest Territories**.

BETWEEN:

SATDEO INC.

Applicant/Landlord

- and -

BRADLEY JACOBS

Respondent/Tenant

ORDER and EVICTION 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 \$12,015.00 (twelve thousand fifteen 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 will terminate June 30, 2016, and the respondent must vacate the rental premises on or before that date, unless the rental arrears are paid in full and the rents for April, May, and June 2016, are paid on time.

4. Pursuant to sections 63(4)(a) and 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 3 of this order, the tenant will be evicted from the rental premises identified as #401, 3 Capital Drive, in Hay River, Northwest Territories, on July 1, 2016.

DATED at the City of Yellowknife in the Northwest Territories this 8th day of March 2016.

Adelle Guigon
Deputy Rental Officer

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BETWEEN:

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 25, 2016
<u>Place of the Hearing:</u>	Hay River, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Olly Das, representing the applicant
<u>Date of Decision:</u>	March 7, 2016

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 2, 2015. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The applicant personally served a copy of the filed application on the respondent December 9, 2015.

The applicant alleged the respondent had failed to comply with a rental officer order, had repeatedly failed to pay the full amount of rent when due, and had accumulated rental arrears. An order was sought for payment of the rental arrears, late payment penalties, termination of the tenancy agreement, and eviction. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for February 25, 2016, in Hay River, Northwest Territories. The rental officer appeared by telephone. Ms. Olly Das appeared representing the applicant. Mr. Bradley Jacobs was served with notice of the hearing by registered mail signed for February 18, 2016. Neither Mr. Jacobs nor anyone representing him appeared at hearing. The hearing proceeded in his absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

A verbal residential tenancy agreement between the parties was previously established during a hearing before a rental officer on file number 10-14455 dated January 23, 2015. The landlord's representative testified the tenancy has remained continuous since that hearing. Although the tenancy was ordered terminated March 31, 2015, if the tenant failed to pay rental arrears and the rents for February and March 2015 on time, the landlord did not enforce the termination order due to the passing of the tenant's wife. The tenancy was permitted to continue. The rent was established at \$1,000 per month. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The landlord's representative testified the respondent had not paid rent for a long time and sought an order for payment of accumulated rental arrears and late payment penalties. A rent account was provided substantiating the landlord's claim of rental arrears accumulated as of March 4, 2016, in the amount of \$11,320. The last payment received on the account was recorded in August 2015 for \$1,680. I am satisfied the tenant has been repeatedly late paying the rent when it is due. I find the tenant has accumulated rental arrears in the amount of \$11,320.

Section 41(2) of the Act holds a tenant liable for penalties against late rent payments. Section 3 of the *Residential Tenancies Regulations* (the Regulations) sets out how late payment penalties are to be calculated as not exceeding \$5 plus \$1 for each day after the due date that the rent is late, to a maximum of \$65. Based on the rent account provided by the landlord, the maximum \$65 penalty would be applied for 10 months between February 2015 and January 2016, \$37 would be applied for February 2016, and \$8 would be applied for March 2016. Having been satisfied the tenant has repeatedly been late paying rent, I find the tenant liable for late payment penalties calculated up to March 4, 2016, in the amount of \$695.

Termination of the tenancy agreement and eviction

The landlord applied for conditional termination of the tenancy and eviction dependent on the payment in full of the accumulated rental arrears. In consideration of the substantial amount of rental arrears accumulated, and the repeated failure to make any payments towards rent, I am satisfied termination of the tenancy agreement and eviction are justified. In acquiescence to the landlord's request, said termination and eviction will be conditional on the payment in full of the rental arrears and payment on time of the rents for April, May, and June 2016.

Order

An order will issue requiring the respondent to pay rental arrears in the amount of \$12,015; to pay future rent on time; terminating the tenancy agreement June 30, 2016, unless the rental arrears are paid in full and the rents for April, May, and June 2016 are paid on time; and evicting the tenant from the rental premises July 1, 2016, if the tenancy is terminated by this order.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

Exhibit 1: Faxed correspondence from Satdeo Inc. dated March 4, 2016

Exhibit 2: 2016 rent account