

IN THE MATTER between **Satdeo Inc.**, Applicant, and **Marissa Maurice**, 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 -

MARISSA MAURICE

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 \$4,557.00 (four thousand five hundred fifty-seven dollars).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay her rent on time in the future.

3. Pursuant to section 43(3)(a) of the *Residential Tenancies Act*, the respondent must comply with her obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises and residential complex.

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

BETWEEN:

SATDEO INC.

Applicant/Landlord

-and-

MARISSA MAURICE

Respondent/Tenant

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>	February 25, 2016

REASONS FOR DECISION

An application to a rental officer made by Satdeo Inc. as the applicant/landlord against Marissa Maurice as the respondent/tenant was filed by the Rental Office December 21, 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 30, 2015.

The applicant alleged the respondent was repeatedly late paying rent, had accumulated rental arrears, caused damages to the rental premises, and disturbed the landlord's and other tenants' enjoyment and/or possession of the rental premises and residential complex. An order was sought for payment of the rental arrears, late payment penalties, costs of repairs, 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. Ms. Marissa Maurice was served with notice of the hearing by registered mail signed for February 15, 2016. Ms. Maurice did not appear at hearing, nor did anyone appear on her behalf. The hearing proceeded in her absence pursuant to section 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The applicant's representative testified that the landlord and tenant had entered into a verbal tenancy agreement in or before January 2015. The rent was set at \$950 per month. I am satisfied a verbal tenancy agreement is in place between the parties in accordance with the Act.

Rental arrears

The applicant's representative testified that the respondent had accumulated rental arrears as of November 30, 2015, in the amount of \$1,707 and had not paid rent for January and February 2016. Due to a computer malfunction, she had no information regarding the rent or payments for rent for December 2015. As such, the applicant did not make a claim for the rent for December 2015. A rent account was submitted post-hearing reflecting rental arrears as of March 4, 2016, in the total amount of \$4,557. The accumulation of rental arrears satisfies me that the respondent has been repeatedly late paying rent and I am satisfied the respondent has, in fact, accumulated rental arrears. I find the amount of rental arrears to be \$4,557.

The rent account submitted into evidence, while reflecting total amounts of rent and payments received, does not detail when the payments were made. Calculations of late payment penalties cannot be made without knowing when the payments were made. The applicant's request for late payment penalties is denied.

Disturbances

The applicant's representative testified that the respondent and her guests had repeatedly disturbed the landlord's and other tenants' possession and enjoyment of the rental premises and residential complex. The applicant's representative did not have direct knowledge of the alleged disturbances. She claimed notices regarding the complaints of disturbances had been served on the respondent, but did not provide proof of the notices. Neither the frequency nor the seriousness of the disturbances could be established. There may very well have been disturbances, and I find no harm in requiring the respondent to comply with her obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises and residential complex, but I am not satisfied the requested remedy of termination of the tenancy is justified.

Damages

The applicant's representative conceded at hearing that she had no evidence to support the allegation that the respondent or the respondent's guests were responsible for damages to either the rental premises or residential complex and withdrew the applicant's request in this regard.

Termination of the tenancy agreement

I am not satisfied based on the limited evidence and testimony presented at hearing that termination of the tenancy is justified at this time.

Order

An order will issue requiring the tenant to pay rental arrears in the amount of \$4,557; to pay her rent on time in the future; and to comply with her obligation not to disturb the landlord's or other tenants' possession or enjoyment of the rental premises and residential complex.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

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

Exhibit 2: 2016 rent account