

IN THE MATTER between **AB**, Applicant, and **IL AND WA**, Respondents.

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 **Hal Logsdon**, Rental Officer,

BETWEEN:

AB

Applicant/Landlord

-and-

IL AND WA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 11, 2018
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	HC, representing the applicant
<u>Date of Decision:</u>	January 11, 2018

REASONS FOR DECISION

This application was filed against IL, WA and MA. Prior to the hearing, the applicant amended the application, removing MA as a respondent.

The respondents were served with Notices of Attendance sent by email on October 24, 2017. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement and evicting the respondents.

The tenancy agreement was made in writing between the applicant and IL and WA as joint tenants. The tenancy agreement commenced on May 1, 2017 and the monthly rent is \$1515.

The applicant provided a resident ledger in evidence which indicated a balance of rent owing in the amount of \$12,690.50. The ledger indicates that no rent has been paid since June 5, 2017.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$12690.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondents.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$12,690.50, terminating the tenancy agreement on February 15, 2018 and evicting the respondents on February 16, 2018 if they do not vacate the premises.

Hal Logsdon
Rental Officer