

IN THE MATTER between **XY**, Applicant, and **AR**, 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 **Hal Logsdon**, Rental Officer,

BETWEEN:

**XY**

Applicant/Landlord

-and-

**AR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 22, 2018

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** BL, representing the applicant

AR, respondent

**Date of Decision:** March 22, 2018

**REASONS FOR DECISION**

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

The tenancy agreement between the parties was made in writing for a one-year term ending on June 30, 2016. The agreement has been renewed on a monthly basis pursuant to section 49 of the *Residential Tenancies Act*. The tenancy agreement sets out a monthly rent of \$1635.

The applicant provided a copy of the Resident ledger in evidence which indicated a balance of rent (\$13,080), late fees (\$266) and an application fee (\$100). The ledger indicates that no rent has been paid since July 31, 2017 when the account had a zero balance.

The respondent did not dispute the allegations. He stated that he suffered from extreme anxiety and could not go to the landlord's office. He provided three post-dated cheques to the applicant. He also stated that he was no longer able to live by himself and intended to vacate the premises on April 13, 2017 to live with his father.

I find the ledger in order and find the penalties for late rent to be in accordance with the Act. I shall not consider the post-dated cheques as they are not certified or negotiable at this time. The \$100 application fee shall be denied. In my opinion, filing fees, search expenses, legal fees, etc. are a cost of doing business and not recoverable from a tenant. I find the balance of rent and penalties for late rent to be \$13,346. This amount represents eight consecutive months of non-payment of rent and is clearly adequate grounds to terminate the tenancy.

An order shall issue requiring the respondent to pay the applicant rent arrears and penalties for late rent in the amount of \$13,346 and terminating the tenancy on April 13, 2018. An eviction order shall become effective on April 14, 2018 if the respondent fails to vacate in accordance with the order.

The applicant sought the inclusion of the April rent in the order to pay the rent arrears. Since the April rent does not come due until April 1, 2018, it would not be appropriate to order it in advance of the breach, even if the breach of the obligation was anticipated. I note that the applicant holds a security deposit which may be applied to any arrears that accrue in April, 2018.

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Hal Logsdon  
Rental Officer