

IN THE MATTER between **NL**, Applicant, and **JB**, 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:

**NL**

Applicant/Landlord

-and-

**JB**

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

**Date of Decision:** March 23, 2018

**REASONS FOR DECISION**

The respondent was served with the filed application and Notice of Attendance by email, sent on December 21, 2017. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears, 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 January 31, 2017. The tenancy agreement was renewed as a monthly agreement pursuant to section 49 of the *Residential Tenancies Act*.

The tenancy agreement sets out a monthly rent of \$1890 but article 14 of the agreement serves to reduce the monthly rent by \$100 for the first 12 months of the term as a “move-in incentive”.

The applicant provided a copy of the Resident Ledger in evidence which indicated a balance of rent, penalties for late rent and a charge for the rental office application fee in the amount of \$7446. A review of the ledger indicates that the account was often in arrears during the initial term but never exceeded 60 days in arrears. After May, 2017, the last month the account was current, the account fell into serious arrears and only two payments of rent were received after that date.

I find no evidence of any notices to the tenant regarding the non-payment of rent, however none are required by the Act. The application, served on the tenant on December 21, 2017, clearly outlines the allegations and contains a copy of the Resident Ledger. The respondent made a payment of \$10,000 on January 9, 2018, suggesting that he was aware of the rent arrears. The January payment was not sufficient to clear the rent arrears and no payments have been made since that date.

There is no specific provision in the *Residential Tenancies Act* for an applicant to be awarded costs related to the filing of an application. It has been the practice of this tribunal to consider such costs, including legal fees, document and search fees as costs of doing business. The compensation for the \$100 filing fee requested by the applicant is therefore denied.

I find the Resident Ledger including the calculation of late rent penalties to be in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$7346. In my opinion there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$7346 and terminating the tenancy agreement on April 5, 2018 unless the rent arrears and the rent for April, 2018 in the total amount of \$9236 is paid in full. An eviction order shall be effective on April 6, 2018 unless the rent arrears and the April, 2018 rent are paid in full on or before April 5, 2018.

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Hal Logsdon  
Rental Officer