

IN THE MATTER between **E.L.**, Applicant, and **C.D.**, 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:

E.L.

Applicant/Landlord

-and-

C.D.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 19, 2018

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: K.Y., representing the applicant (via telephone)
C.D., respondent
G.L., assisting the respondent

Date of Decision: April 19, 2018

REASONS FOR DECISION

The tenancy agreement between the parties commenced on May 1, 2016 and currently runs month-to-month. The monthly rent for the premises is \$1215 and the rent is due in advance on the first day of every month.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent. The applicant provided a copy of the rent ledger which indicated a balance of rent owing of \$2470. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid.

The respondent did not dispute the rent arrears and stated that she was hopeful that she would be able to seek assistance in order to pay the arrears on or before May 10, 2018.

I find the ledger to be in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2470. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondent unless the rent arrears are paid in full.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2470 and terminating the tenancy agreement on May 10, 2018 unless the rent arrears are paid in full. An eviction order shall become effective on May 11, 2018 unless the rent arrears of \$2470 are paid on or before May 10, 2018. The respondent shall also be ordered to pay the monthly rent on time in the future.

Hal Logsdon
Rental Officer