

IN THE MATTER between **N.L.**, Applicant, and **R.S.**, 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:

**N.L.**

Applicant/Landlord

-and-

**R.S.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 9, 2018

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

**Appearances at Hearing:** B.L., representing the applicant

C.L., representing the applicant

R.S., respondent

**Date of Decision:** May 9, 2018

**REASONS FOR DECISION**

This application named R.S. and R.P. as respondents. The tenancy agreement between the parties does not name R.P. as a tenant. R.P. was served with a Notice of Attendance and appeared at the hearing. As there was no evidence that he was a party to this tenancy agreement, he was excused from the hearing and left.

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 and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid.

The applicant provided a copy of the resident ledger in evidence which indicated a balance of rent and penalties for late rent in the amount of \$11,071.50. The tenancy agreement between the parties sets out the monthly rent as \$1495 and requires payment of the rent in advance on the first day of every month. The ledger indicates that no rent has been paid since September, 2107.

The respondent did not dispute the allegations.

I find the resident ledger in order and find the penalties for late rent to be within the limitations imposed by the *Residential Tenancies Act*. I find the rent arrears and penalties to be \$11,071.50. 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 and penalties for late rent in the amount of \$11,071.50. The order shall terminate the tenancy agreement on May 31, 2018 unless the rent arrears are paid in full. An eviction order to become effective on June 1, 2018 unless the rent arrears of \$11,071.50 are paid on or before May 31, 2018 shall also issue.

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Hal Logsdon  
Rental Officer