

IN THE MATTER between **N.P.**, Applicant, and **D.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.P.

Applicant/Landlord

-and-

D.S.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 20, 2018
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	C.L., representing the applicant D.S., respondent
<u>Date of Decision:</u>	November 20, 2018

REASONS FOR DECISION

The parties entered into a written one year term tenancy agreement on February 1, 2015 which has been renewed on a monthly basis. The current rent for the premises is \$1020 and the applicant holds a security deposit of \$500.

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

The applicant provided a rent ledger in evidence which indicated a balance of rent and penalties for late rent in the amount of \$4486.01.

The respondent did not dispute the allegations and proposed that he pay the rent arrears in monthly installments of \$800 plus the monthly rent until the rent arrears were paid in full. The applicant agreed to the payment schedule provided the order would terminate the tenancy agreement on February 28, 2019 unless the December/2018 and January and February/2019 rents were paid plus rent arrears of \$2400.

Rents, December, January and February (3 X \$1020)	\$3060
Rent arrears (3 x \$800)	<u>2400</u>
Total	\$5460

I find the rent ledger in order and find the respondent in breach of his obligation to pay the lawful rent. I find the rent arrears to be \$4486.01. In my opinion, it is reasonable to terminate the tenancy agreement on February 28, 2019 unless the monthly rents for December/2018, January/2019 and February/2019 plus rent arrears of at least \$2400 are paid in full. I find the eviction of the respondent on March 1, 2019 to be justified if payments of at least \$5460 have not been paid by that date.

An order shall issue ordering the respondent to pay the applicant rent arrears in the amount of \$4486.01 in monthly installments of no less than \$800 due on the last day of every month until the rent arrears are paid in full. The first payment shall be due on December 31, 2018.

An order shall issue requiring the respondent to pay future rent on time.

An order shall issue terminating the tenancy agreement on February 28, 2019 unless payments of at least \$5460 have been made since the date of the hearing. An eviction order shall become effective on March 1, 2019 unless payments of at least \$5460 have been made on or before February 28, 2019.

Hal Logsdon
Rental Officer