

IN THE MATTER between **N.R.**, Applicant, and **J.K.**, 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.R.**

Applicant/Landlord

-and-

**J.K.**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

The parties entered into a written one year tenancy agreement on November 1, 2017 which was renewed on a monthly basis on November 1, 2018. The monthly rent is \$1100 and the applicant holds a security deposit of \$650.

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 agreement and evicting the respondent.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$4167. The applicant sought relief in this amount.

A charge of \$650 was entered on the ledger on December 6, 2017 noted as "misc-transferred from t0080693". The applicant did not provide any evidence concerning the nature of this charge but confirmed it was transferred from a previous tenancy. There was no other detail regarding this charge. Consequently, relief for this amount is denied.

I find the remainder of the ledger in order and find rent arrears of \$3517.

Balance as per ledger	\$4167
less misc. charge	<u>650</u>
Rent arrears	\$3517

The respondent stated that she could pay the rent arrears in three equal installments, along with the monthly rent and retire the rent arrears by February 28, 2019. The applicant stated they were willing to continue the tenancy agreement provided the rent arrears were retired by that date.

In my opinion, the termination of the tenancy and the eviction of the respondent is reasonable unless the rent arrears are paid on or before February 28, 2019 and the rent for the months of December, 2018, January, 2019 and February, 2019 has been paid in full.

An order shall issue requiring the respondent to pay the monthly rent on time and to pay the rent arrears of \$3517 in three equal payments of \$1172.33 due no later than the last day of December/2018, January/2019 and February/2019.

The tenancy agreement shall be terminated on February 28, 2019 unless the rent arrears and the rents for December/2018, January/2019 and February/2019 totalling \$6817 have been paid in full. An eviction order shall become effective on March 1, 2019 unless the rent arrears and the rents for December/2018, January/2019 and February/2019 totalling \$6817 have been paid in full on or before February 28, 2019.

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Hal Logsdon  
Rental Officer