

IN THE MATTER between **N.T.**, Applicant, and **B.C.**, 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.T.**

Applicant/Landlord

-and-

**B.C.**

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>J.S., representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>November 20, 2018</b>

**REASONS FOR DECISION**

The respondent was sent a filed application and Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of delivery. The applicant testified that they had contacted the respondent by telephone on November 19, advised him of the hearing date and time and had followed up by sending him an email with the documents attached. I am satisfied that the respondent had a reasonable opportunity to appear at the hearing. The hearing was held in his absence.

The parties entered into a written six-month term tenancy agreement on December 3, 2015 that has been renewed on a monthly basis. The premises are subsidized public housing and the rent is based on the household income.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of rent. The applicant stated that the parties had recently agreed to a repayment schedule, a copy of which was provided in evidence.

The agreement, executed on November 20, 2018 acknowledged rent arrears of \$5180. A copy of the tenant rent ledger, also provided in evidence, confirms this amount as current arrears of rent. The respondent promises to pay a lump sum of \$1500, the monthly rent (currently \$610/month) and an additional \$1000/month until the rent arrears are paid in full. The monthly \$1000 payment is due on or before the last Monday of every month commencing in December, 2018.

The applicant sought an order requiring the respondent to pay the rent arrears in accordance with the repayment agreement and terminating the tenancy and evicting the respondent on February 26, 2019 if the respondent has failed to pay the agreed upon amounts pursuant to the agreement. The total amount is calculated as \$6330, as follows:

Lump sum payment	\$1500
Monthly arrears payments (3 x \$1000)	3000
Monthly rent (3 x \$610)	<u>1830</u>
Total	\$6330

I find the respondent in breach of his obligation to pay rent. I find the rent ledger in order and find the rent arrears to be \$5180. In my opinion, the termination of the tenancy agreement and eviction are reasonable if the respondent fails to pay the rent arrears as agreed.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$5180 in accordance with the repayment agreement and to pay the monthly rent on time. The tenancy shall be terminated on February 26, 2019 unless the respondent has paid the applicant at least \$6330 and an eviction order shall become effective on February 27, 2019 unless \$6330 has been paid on or before February 26, 2019.

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Hal Logsdon  
Rental Officer