

IN THE MATTER between **NTHC**, Applicant, and **GM**, 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**, Deputy Rental Officer,

BETWEEN:

**NTHC**

Applicant/Landlord

-and-

**GM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 17, 2019

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

**Appearances at Hearing:** JM, representing the Applicant  
AW, representing the Applicant

**Date of Decision:** April 17, 2019

**REASONS FOR DECISION**

The Respondent was served with a filed application and notice of attendance sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in his absence.

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, terminating the tenancy agreement, and evicting the Respondent. The premises are subsidized public housing.

The parties entered into a monthly tenancy agreement commencing on April 1, 2012.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance of rent owing in the amount of \$16,075. The last zero balance was in September 2015 and no payments of rent have been made since January 1, 2019. The Respondent signed an agreement on September 17, 2018, to pay a lump sum payment of \$1,271 and pay the monthly rent plus an additional \$500 each month until the rent arrears were retired. Clearly, this agreement has been breached.

I find the lease balance statement in order and find the Respondent in breach of his obligation to pay rent. I find rent arrears of \$16,075. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent from the rental premises unless the rent arrears are paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$16,075. The tenancy agreement shall be terminated on May 31, 2019, unless these arrears are paid in full. An eviction order to be effective on June 1, 2019, unless the rent arrears are paid on or before May 31, 2019, shall also issue.

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Hal Logsdon  
Deputy Rental Officer