

IN THE MATTER between **F.L.**, Applicant, and **L.D. AND D.D.**, Respondents.

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:

F.L.

Applicant/Landlord

-and-

L.D AND D.D.

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 21, 2019
<u>Place of the Hearing:</u>	Yellowknife, via teleconference
<u>Appearances at Hearing:</u>	E.M., representing the applicant
<u>Date of Decision:</u>	August 21, 2019

REASONS FOR DECISION

The respondents were served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears, terminating the tenancy agreement between the parties and evicting the respondents.

The monthly tenancy agreement between the parties was made in writing and commenced on April 1, 2016, It appears to be a renewal of a previous tenancy agreement between the same parties. The monthly rent is \$375.

The respondent provided a copy of the lease balance statement in evidence which indicated a balance of rent owing as at August 7, 2019 of \$6357.65. The respondent stated that no payments had been made since that date. The respondent also provided numerous notices to the respondents regarding their failure to pay rent.

I find the lease balance statement in order and find rent arrears of \$6357.65.

A previous order (file #15484, filed on May 10, 2017) ordered the respondents to pay rent arrears of \$3500 and to pay future rent on time. That order has been filed with the court and one garnishment payment of \$517.35 has been received in partial satisfaction of the order, leaving an unsatisfied balance of \$2982.65

Since the previous order was made, \$3375 in new rent arrears have accrued, calculated as follows:

Rent assessed since last order	\$10,275
Rent paid since last order (not including garnishment)	<u>6,900</u>
Rent arrears since last order	\$3,375

I find the respondents in breach of their obligation to pay rent and in breach of the previous order to pay the monthly rent on time. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the respondents if the rent arrears are not paid in full.

An order shall issue requiring the respondents to pay the applicant additional rent arrears in the amount of \$3375. The order shall terminate the tenancy on October 31, 2019 unless the full amount of rent arrears and the rents for September and October, 2019 are paid in full. I find that amount to be \$7107.65 calculated as follows:

Rent arrears	\$6357.65
September rent	375.00
October rent	<u>375.00</u>
Total	\$7107.65

An eviction order shall become effective on November 1, 2019 unless the full amount of rent arrears and rents for September and October, 2019 are paid in full on or before October 31, 2019.

Hal Logsdon
Deputy Rental Officer