

IN THE MATTER between **BKGK and NTHC**, Applicant, and **CW**, 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:

BKGK and NTHC

Applicant/Landlord

-and-

CW

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 18, 2019
<u>Place of the Hearing:</u>	Yellowknife, via conference call
<u>Appearances at Hearing:</u>	WM, representing the Applicant
	LE, representing the Applicant
<u>Date of Decision:</u>	September 18, 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 her absence.

The parties entered into a written monthly tenancy agreement on November 1, 2015. The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and sought an order terminating the tenancy agreement and evicting the Respondent from the rental premises. The premises are subsidized public housing.

A previous order (file #15497, filed on July 12, 2017) required the Respondent to pay the Applicant rent arrears in the amount of \$39,395.75 and to pay future rent on time. The rental officer declined to issue orders terminating the tenancy agreement and evicting the respondent in order to give the parties an opportunity to arrange terms by which the rent arrears could be paid. There is no evidence that this order has been enforced or filed for enforcement.

On June 13 2018, the Respondent agreed to make a lump sum payment of \$500 and pay the monthly rent plus an additional \$200 each month until the rent arrears were paid in full

The Respondent provided a lease balance statement in evidence which indicated a balance of \$44,014.50. Since the last order an additional \$4,618.75 in rent arrears has accrued.

Rent charged since last order (May 1, 2017 - September 1, 2019)	\$6,180.00
Rent paid (May 1, 2017 - September 1, 2019)	<u>1,561.25</u>
Additional rent arrears	\$4,618.75

I find the Respondent in breach of her obligation to pay rent and find rent arrears in the amount of \$44,014.50. Taking into account the as yet unsatisfied order, I shall issue an order for additional rent arrears of \$4,618.75.

An adult son lives with the elder Respondent. The Applicant stated that he is occasionally employed and his income that is included in the calculation of the rent for the premises. Clearly the Respondent and her son have not successfully worked out mutual monthly rent contributions that satisfy the obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$4,618.75 and terminating the tenancy agreement on October 31, 2019. An eviction order to become effective on November 1, 2019 shall also issue.

Hal Logsdon
Rental Officer