

IN THE MATTER between **NTHC**, Applicant, and **NF**, 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:

**NTHC**

Applicant/Landlord

-and-

**NF**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 12, 2020

**Place of the Hearing:** Tuktoyaktuk, Northwest Territories

**Appearances at Hearing:** LP, representing the Applicant

**Date of Decision:** February 12, 2020

**REASONS FOR DECISION**

The Respondent was personally served with a notice of attendance and a filed application on January 22, 2020, but failed to appear at the hearing. The hearing was held in her absence.

The application was filed on January 7, 2020, alleging that the Respondent had breached the tenancy agreement by failing to pay rent. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, evicting the Respondent from the premises.

The rental premises are subsidized public housing. The current monthly tenancy agreement between the parties is in writing and commenced on August 1, 2014. The Applicant testified that the Respondent went into arrears in July 2019 and has a current balance owing of \$3,993.36. The Applicant provided a copy of the lease balance statement indicating an amount owing of \$3,993.36.

A previous order (file #15432, issued on March 7, 2017) required the Respondent to pay rent arrears and terminated the tenancy agreement unless a portion of the arrears were paid. That order was satisfied and the tenancy agreement continued.

I find the lease balance statement in order and I find the Respondent in breach of their obligation to pay rent. I find the rent arrears to be \$3,993.36. In my opinion there are sufficient grounds to terminate the tenancy agreement and evict the Respondent unless the rent arrears are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$3,993.36 and terminating the tenancy agreement on March 15, 2020, unless the rent arrears and the rent for March 2020 are paid in full. An eviction order shall become effective on March 16, 2020, if the tenancy agreement is terminated in accordance with this order and the Respondent fails to give up possession of the premises.

---

Hal Logsdon  
Rental Officer