

IN THE MATTER between **NTHC**, Applicant, and **PM**, 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-

**PM**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 5, 2020

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

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

**Date of Decision:** May 15, 2020

**REASONS FOR DECISION**

The Respondent was served with a Notice of Attendance and a filed application by registered mail, confirmed delivered. The hearing was held by three-way teleconference. The Respondent failed to appear at the hearing and the hearing proceeded in their absence.

The parties entered into a written term tenancy agreement on October 19, 2015, which was renewed as a monthly tenancy on January 30, 2016. The premises are subsidized public housing.

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 arrears and to pay future rent on time. The Applicant withdrew their request for an order terminating the tenancy and evicting the tenant.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at May 1, 2020, in the amount of \$659.68. The Applicant stated that no payments had been made since that date. The Applicant sought an order requiring the Respondent to pay rent arrears of \$659.68 and to pay future rent on time. The Applicant withdrew their request for an order terminating the tenancy agreement and an eviction order.

A previous order (file #15965, filed on May 18, 2018) required the Respondent to pay rent arrears in the amount of \$2,089.68. The order terminated the tenancy agreement on August 31, 2018, unless those rent arrears plus the rents for June, July, and August 2018 were paid in full. Those conditions were not satisfied. As the Respondent remains in possession and the Applicant is not now seeking an eviction order, it appears that the Applicant considers the tenancy reinstated.

Since the previous order was issued rents totalling \$2,895 have been assessed and payments totalling \$4,325 have been made by the Respondent. Therefore all rents assessed after the previous order was issued have been paid. The rent arrears of \$659.68 shown on the lease balance statement is part of the previous order and can still be collected through the enforcement of that order. Another order for those arrears is not necessary

The previous order required the Respondent to pay future rent on time. That order is still in effect. It is not necessary to make that order again.

For these reasons the application is denied.

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Hal Logsdon  
Rental Officer