

IN THE MATTER between **NTHC**, Applicant, and **CL and AB**, 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:

NTHC

Applicant/Landlord

-and-

CL and AB

Respondents/Tenants

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 5, 2020

REASONS FOR DECISION

The Respondents were served notices of attendance and a filed application 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 testified they had not received any notice pursuant to section 1(a) of the *Residential Tenancies (COVID-19) Regulations*.

The parties entered into a written term agreement commencing on March 10, 2017, which was renewed as a monthly agreement at the end of the term.

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, and evicting the Respondents.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at March 1, 2020, in the amount of \$18,590. The Applicant testified that, since that date, the April rent of \$1,430 and the May rent of \$1,430 had come due and no rent payments had been made, bringing the balance owing to \$21,450. There have been no payments of rent since February 2019.

I find the lease balance statement in order and find the Respondents in breach of their obligation to pay rent. I find rent arrears of \$21,450. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid.

An order shall issue requiring the Respondents to pay rent arrears of \$21,450 and terminating the tenancy agreement on August 31, 2020, unless the rent arrears and the rents for June, July, and August 2020 have been paid in full.

An order shall issue requiring the Respondents to pay future rent on time.

An eviction order shall not issue at this time, but the Applicant may make another application seeking eviction should this order not be satisfied.

Hal Logsdon
Rental Officer