

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

DM

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 5, 2020

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 their absence.

The Applicant testified that they had not received any notice pursuant to section 1(a) of the *Residential Tenancies (COVID-19) Regulations*.

The parties entered into a written monthly tenancy agreement on July 1, 2014. 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 rent arrears, termination of the tenancy agreement, and eviction.

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 \$2,121.92. There have been no payments since that date. The Applicant stated that included in the balance were rent arrears of \$1,595 from a previous joint tenancy. The Applicant stated that they only sought the arrears from the current tenancy agreement totalling \$1,595.

I find the lease balance statement in order and I find the Respondent in breach of their obligation to pay rent. I find rent arrears related to the current tenancy agreement of \$1,595. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the Respondent to pay rent arrears of \$1,595 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 Respondent 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