

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

**RE**

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 January 19, 2015. 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 \$2,670. There have been no payments since that date.

A previous order (file #16318, filed on March 8, 2019) required the Respondent to pay rent arrears of \$2,185. As there was a credit balance on the lease balance statement as at April 30, 2019, that order has clearly been satisfied. The Applicant testified that both payments and a retroactive rent adjustment resulted in the April 2019 credit balance.

I find the lease balance statement in order and find the Respondent in breach of their obligation to pay rent. I find rent arrears of \$2,670. 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 \$2,670 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.

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Hal Logsdon  
Rental Officer