

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

SL

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 sent by registered mail and confirmed delivered. A notice of attendance was sent to the Respondent by registered mail and the Respondent was notified on April 20, 2020, that the item was available for pick-up. There is no confirmation that the Respondent picked up the notice. In my opinion, it is reasonable to deem the notice served in accordance with section 71(5) of the *Residential Tenancies Act*. The hearing proceeded in the absence of the Respondent.

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 term tenancy agreement on September 8, 2016, which was renewed on a monthly basis at the end of the term. 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 \$2,800. There have been no payments since that date.

I find the lease balance statement in order. I find the Respondent in breach of their obligation to pay rent and I find rent arrears of \$2,800. 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 \$2,800 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