

IN THE MATTER between **NPRLP**, Applicant, and **LF** 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:

NPRLP

Applicant/Landlord

-and-

LF

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 26, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: May 29, 2020

REASONS FOR DECISION

The Respondent was served with a notice of attendance by email deemed served and a filed application by registered mail and email, deemed served. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The Respondent's first name and surname are reversed on the application. This order shall reflect the Respondent's names as shown on the tenancy agreement.

The parties entered into a written term tenancy agreement commencing on July 1, 2019, which was renewed on a monthly basis on expiry. The agreement obligated the Respondent to pay for electricity during the term of the agreement.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by failing to pay for electricity during the term. The Applicant sought an order requiring the Respondent to pay for electricity paid on their behalf, to pay the alleged rent arrears, for termination of the tenancy agreement, and for eviction of the Respondent.

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

The Applicant provided a ledger in evidence which indicated a balance owing as at February 17, 2020, in the amount of \$4,351.04. The Applicant testified that since that date, the rents for March, April, and May (\$4,950), and an invoice for electricity (\$123.15) had come due, and payments totalling \$5,490 had been made, bringing the balance owing to \$3,934.19.

The ledger includes charges for the security deposit, rent, electricity paid on behalf of the Respondent, and two minor repair charges. Payments are not allocated to any particular charge except for one payment which was applied to a specific invoice for cleaning a common area.

I find the ledger in order. Applying the payments first to the security deposit, then to the oldest debits, I find rent arrears in the amount of \$3,811.04 and electricity charges of \$123.15.

I find the Respondent in breach of their obligation to pay rent and their obligation to pay for the cost of electricity during the term of the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and electricity charges are paid in full. I note that since the application was filed, the Respondent has reduced the level of rent arrears somewhat.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$3,811.04 and electricity costs of \$123.15. The Respondent is also ordered to pay for electricity costs during the remainder of the tenancy. The order shall terminate the tenancy agreement on August 31, 2020, unless this order is satisfied and the rents for June, July and August have been paid in full. There shall be no eviction order issued at this time. The Applicant may make another application seeking eviction should the tenancy be terminated and the Respondent fails to give up possession.

Hal Logsdon
Rental Officer