

IN THE MATTER between **NPRLP**, Applicant, and **KP**, 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-

**KP**

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  
KP, Respondent

**Date of Decision:** May 26, 2020

### **REASONS FOR DECISION**

The parties entered into a written one-year term tenancy agreement on June 1, 2015, which was renewed on a monthly basis on expiry.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears, for termination of the tenancy agreement, for eviction of the Respondent.

The Applicant provided a ledger in evidence which indicated a balance of rent owing in the amount of \$3,422.64 as at February 11, 2020. The Applicant testified that since that date the rents for March, April, and May 2020 had come due, and four payments totalling \$5,459.14 had been made by the Applicant, bringing the balance owing to \$2,139.71.

Balance as at February 11/20	\$3,422.64
March, April and May rent @ \$1,392.07 per month	4,176.21
Payment, March 03/20	(1,267.07)
Payment, March 06/20	(1,392.07)
Payment, May 01/20	(1,400.00)
Payment, May 22/20	<u>(1,400.00)</u>
Total	\$2,139.71

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

The Respondent did not dispute the allegations and stated that he had recently started working and expected to be able to pay the outstanding rent.

A review of the ledger indicates that a charge for a window replacement was recorded in October 2019 along with a related administrative charge of \$67.50. The window replacement charge was later reversed but the administrative charge was not. The Applicant acknowledged that the administrative charge should have also been reversed.

I find the Respondent in breach of his obligation to pay rent. Subtracting the administrative charge, I find rent arrears of \$2,072.21.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid. Since the Respondent is making progress toward this end, he should be given some time to bring the rent account up to date.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$2,072.21 and terminating the tenancy agreement on August 31, 2020, unless those arrears and the rents for June, July, and August 2020 have been paid in full.

There will be no eviction order issued at this time. Should the Respondent fail to satisfy this order the Applicant may file another application seeking an eviction order.

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Hal Logsdon  
Rental Officer