

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

TD

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 27, 2020

REASONS FOR DECISION

The Respondent was served with a notice of attendance and a filed application sent by email and deemed served. The Respondent failed to appear at the hearing and the hearing was held in their absence by three-way teleconference.

The parties entered into a written one-year term tenancy agreement on December 1, 2019. A security deposit of \$1,075 was paid in full. The monthly rent for the premises is \$2,150.

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, for termination of the tenancy agreement, and for eviction of the Respondent.

The Applicant provided a ledger in evidence which indicated a balance of rent owing as at February 1, 2020, in the amount of \$4,338. The Applicant testified that since that date, the rents for March, April, and May had come due and no payments had been made, bringing the balance owing to \$10,788.

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

I find the ledger in order and find rent arrears of \$10,788. I find the Respondent in breach of their obligation to pay rent. In my opinion, there are sufficient grounds to terminate this tenancy and evict the Respondent. The Respondent has only made one payment of rent during the entire tenancy. No payments have been made for five months.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$10,788 and terminating the tenancy agreement on June 30, 2020, unless the rent arrears of \$10,788 and the June 2020 rent are paid in full. An eviction order to be effective on July 1, 2020, if the termination of the tenancy agreement becomes effective shall also issue.

Hal Logsdon
Rental Officer