

IN THE MATTER between **NPRLP**, Applicant, and **MGA and JB**, Respondents.

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-

**MGA and JB**

Respondents/Tenants

**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 Respondents were served with notices of attendance by email deemed served and a filed application by registered mail confirmed delivered. The Respondents failed to appear at the hearing and the hearing was held in their absence by three-way teleconference.

The parties entered into a written 14-month term tenancy agreement commencing on September 1, 2019. The agreement obligated the Respondents to pay for electricity during the term of the agreement.

The Applicant alleged that the Respondents 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 Respondents 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 Respondents.

The Applicant testified that the Respondents 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 May 1, 2020, in the amount of \$11,126.43. The ledger includes charges for the security deposit, rent and electricity paid on behalf of the Respondent. Payments are not allocated to any particular charge.

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 \$10,754.63 and outstanding electricity charges of \$371.80.

I find the Respondents 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 and evict the Respondents unless the rent arrears and electricity charges are paid in full. I note that the Respondents have made only two payments since the tenancy agreement commenced, the last one in December 2019.

An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$10,754.63 and electricity costs of \$371.80. The Respondents are also ordered to comply with their obligation to pay for electricity costs during the remainder of the tenancy. The order shall terminate the tenancy agreement on June 30, 2020, unless this order is satisfied and the rent for June has been paid in full. An eviction order shall issue for July 1, 2020, if the termination of the tenancy agreement becomes effective.

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Hal Logsdon  
Rental Officer