

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

TF

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 2, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant
	TF, Respondent
<u>Date of Decision:</u>	June 2, 2020

REASONS FOR DECISION

The parties entered into a written one-year term tenancy agreement on September 1, 2011 which was renewed on a monthly basis on expiry. The monthly rent for the premises is \$1,698.

The Applicant alleged 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, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a ledger in evidence which indicated a balance of rent owing as at June 1, 2020, in the amount of \$10,221.

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

The Respondent did not dispute the allegations. The Applicant testified that he had suffered an injury which had prevented him from working. He stated that he has only recently returned to work and has every intention of paying the rent arrears as he is able. He stated that he can afford to pay a total of \$2,500 per month until the rent arrears are paid in full.

I find the ledger in order and I find rent arrears of \$10,221. Given the circumstances, it seems reasonable to permit the tenant to pay this debt over a period of time, provided it is done in a timely manner. Payments of at least \$800 per month in addition to the monthly rent is, in my opinion, reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$10,221 in monthly payments of no less than \$800. The payments shall be due on the last day of every month, the first payment becoming due on June 30, 2020. The monthly rent shall be paid on time each month.

The tenancy agreement shall be terminated by order on September 30, 2020, unless the Respondent has paid at least \$3,200 in addition to the rents for June, July, August, and September 2020. The Applicant may make application for an eviction order at that time if necessary.

Should the Respondent fail to pay the monthly payment of arrears or the monthly rent in accordance with this order, the Applicant may seek an order rescinding the monetary part of this order and replacing it with an order for the lump sum balance of arrears to be paid, as well as for earlier termination of the tenancy agreement and eviction.

Hal Logsdon
Rental Officer