

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

MN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 2, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: June 2, 2020

REASONS FOR DECISION

The Respondent was served with the filed application and notice of attendance 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 Respondent's first and last names are reversed on the application. This order shall reflect the Respondent's correct name as shown on the tenancy agreement.

The parties entered into a written one-year term tenancy agreement on June 1, 2018, which was renewed as a monthly agreement on expiry. The monthly rent for the premises is \$2,244.

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, 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 \$4,468.91.

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 I find rent arrears of \$4,468.91. The Respondent has made several significant payments of rent since the application was filed reducing the arrears by over \$1,800. I find the Respondent in breach of their obligation to pay rent. In my opinion, there are sufficient grounds to terminate this tenancy unless the rent arrears are paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$4,468.91 and terminating the tenancy agreement on August 31, 2020, unless the rent arrears of \$4,468.91 and the July and August rents are paid in full. No eviction order shall be issued at this time, but the Applicant may make another application seeking eviction if this order is not satisfied.

Hal Logsdon
Rental Officer