

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

TL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 25, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: CDL, representing the Applicant

Date of Decision: August 26, 2020

REASONS FOR DECISION

The Respondent was sent a filed application and notice of attendance by email on July 31, 2020. In my opinion, it is reasonable to deem the documents served. The Respondent did not appear at the hearing and the hearing was held in their absence.

The written tenancy agreement between the parties was made for a 1-year term ending on January 31, 2020, and subsequently renewed on a monthly basis. The monthly rent for the premises is \$1,500 and the Applicant holds a security deposit of \$750.

The Applicant alleged the Respondent had breached the tenancy agreement by failing to pay the monthly rent and failing to repair damages to the premises. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and repair costs, and terminating the tenancy agreement and evicting the Respondent.

The Applicant provided a lease ledger in evidence which indicated a balance owing in the amount of \$7,159. Included in that total were repair costs for a broken door (\$200) and a broken window (\$840). The remaining amount (\$6,119) was composed of rent arrears and penalties for late rent. I note that no rent payments whatsoever have been received since April 2020.

The Applicant also provided work orders and invoices for the repairs. The Applicant testified that the repairs were made necessary due to the negligence of the Respondent or persons permitted on the premises by the Tenant.

The Applicant served a notice of early termination on the Respondent on June 10, 2020, seeking vacant possession on June 22, 2020. Included in that notice was a request to contact the Applicant if a loss of income due to COVID-19 was causing the non-payment of rent. The Applicant testified that there had been no written or verbal communication from the Respondent. The Respondent remains in possession of the premises.

I find the ledger in order and I find rent arrears in the amount of \$6,119. I am satisfied the repairs were made necessary due to the Tenant's negligence or by persons permitted on the premises by the Respondent. I am satisfied the repair costs of \$1,040 are reasonable and I find the Respondent liable to the Applicant for those costs. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent unless the rent arrears and repair costs are paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$6,119 and repair costs in the amount of \$1,040. The tenancy agreement shall be terminated by order on October 31, 2020, unless the rent arrears (\$6,119), rents for September and October (\$3,000) and the repair costs (\$1,040) are paid in full.

Rent arrears	\$6,119.00
September rent	1,500.00
October rent	1,500.00
Repair costs	<u>1,040.00</u>
Total	<u>\$10,159.00</u>

An eviction order shall become effective on November 1, 2020, unless the conditional termination order is fully satisfied.

Hal Logsdon
Rental Officer