

IN THE MATTER between **NTHC**, Applicant, and **RM**, 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:

NTHC

Applicant/Landlord

-and-

RM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 29, 2020

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: FT, representing the Applicant

Date of Decision: September 29, 2020

REASONS FOR DECISION

The Respondent was personally served with a notice of attendance on August 24, 2020, but failed to appear at the hearing. The hearing was held in their absence.

The monthly tenancy agreement between the parties was made in writing and commenced on June 1, 2015. The premises are subsidized public housing and the monthly rent, which is based on the household income, is presently assessed at \$140.

The Applicant alleged that the Respondent breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears and to terminate the tenancy agreement. An eviction order was also sought.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance owing of \$1,324.20. Included in that balance is a charge of \$309.62 to repair a clogged sink. The remaining amount is arrears of rent. The lease balance statement indicates that no payments have been made since February 2020.

The Applicant stated that the Respondent left town in February and had just recently returned. The Applicant stated that the premises were not considered abandoned because the Respondent had contacted them on numerous occasions stating that they would be returning to the community very shortly and would pay the rent upon their return. The Respondent's sister had also occupied the premises for a short period of time.

The Applicant testified that the problem with the kitchen sink was directly caused by the long period of time that the sink was not used because the unit was unoccupied.

The Applicant testified that they had not received any notice from the Respondent concerning her inability to pay the rent due to the COVID-19 pandemic.

I find the lease balance statement in order and find rent arrears of \$1,014.58. I find the repair costs to be reasonable and directly related to the tenant's long absence.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$1,014.58 and repair costs of \$309.62. The tenancy agreement shall be terminated by order on October 31, 2020, unless the rent arrears, repair costs and October rent in the total amount of \$1,464.20 are paid in full.

Rent arrears	\$1,014.58
Repairs	309.62
October rent	<u>140.00</u>
Total	<u>\$1,464.20</u>

An eviction order shall be effective on November 1, 2020 unless \$1464.20 is paid in full on or before October 31, 2020.

Hal Logsdon
Rental Officer