

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

MJ

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 6, 2020**

Place of the Hearing: **Yellowknife, Northwest Territories**

Appearances at Hearing: **CDL, representing the Applicant**

Date of Decision: **October 6, 2020**

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance by registered mail confirmed delivered on September 1, 2020. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The written tenancy agreement between the parties was made for a term that ended on November 30, 2018, and was renewed as a monthly agreement. The monthly rent is \$1,565. The Respondent holds a security deposit of \$1,565.

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, for termination of the tenancy agreement, and for eviction.

The Applicant stated that they had not received any notice from the Respondent regarding their inability to pay the rent due to the COVID-19 pandemic.

The Applicant provided a copy of the tenant ledger which indicted a balance of rent owing of \$2,311.50

I find the ledger in order and I find rent arrears of \$2,311.50. I find the Respondent in breach of their obligation to pay rent.

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The Applicant suggested that the Respondent be given until January 31, 2021, to pay all arrears.

An order shall issue requiring the Respondent to pay rent arrears in the amount of \$2,311.50. The tenancy agreement shall be terminated by order on January 31, 2021, unless the rent arrears and the rents for November, December, and January 2021 in the total amount of \$7,006.50 are paid in full.

Rent arrears as at October 6, 2020	\$2,311.50
November 2020 rent	1,565.00
December 2020 rent	1,565.00
January 2020 rent	<u>1,565.00</u>
Total	<u><u>\$7,006.50</u></u>

An eviction order shall become effective on February 1, 2021, unless the Respondent has paid the Applicant \$7,006.50 on or before January 31, 2021.

Hal Logsdon
Rental Officer