

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

CA

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 6, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CDL, representing the Applicant
<u>Date of Decision:</u>	October 6, 2020

REASONS FOR DECISION

The Respondent was served with the filed application and notice of attendance by email sent on September 8, 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 expired on August 31, 2020. The agreement was renewed on a monthly basis. The monthly rent for the premises is \$2,100.

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

The Applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent and late payment penalties in the amount of \$12,175.91. The ledger indicates that the account has been in arrears since it commenced in August 2019 and that no rent whatsoever has been paid since July 2020.

A previous order (file #16800 filed on January 21, 2020) required the Respondent to pay rent arrears of \$5,071.42 and terminated the tenancy agreement on March 31, 2020, unless the arrears were paid. An eviction order was also issued. The Applicant stated that they had not filed the order due to the COVID-19 pandemic and had permitted the overholding tenancy. The eviction order has expired.

I find the ledger in order and I find rent arrears of \$12,175.91. I find the Respondent in breach of her obligation to pay rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent from the rental premises. Taking into consideration the previous order for rent arrears, an order shall issue requiring the Respondent to pay the Applicant rent arrears that have accumulated since the last order was issued in the amount of \$7,104.49.

Rent arrears as per ledger	\$12,175.91
Less previous order	<u>(5,071.42)</u>
Additional rent arrears	<u><u>\$7,104.49</u></u>

The tenancy shall be terminated on November 15, 2020, unless all the rent arrears and November 2020 rent in the total amount of \$14,275.91 have been paid in full.

Rent arrears as per ledger	\$12,175.91
November 2020 rent	<u>2,100.00</u>
Total	<u><u>\$14,275.91</u></u>

An eviction order to be effective on November 16, 2020, unless all the rent arrears and November 2020 rent in the total amount of \$14,275.91 have been paid in full by November 15, 2020, shall also issue.

Hal Logsdon
Rental Officer