

IN THE MATTER between **MPM**, Applicant, and **AT**, 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:

MPM

Applicant/Landlord

-and-

AT

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 20, 2020
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	JB, representing the Applicant AT, Respondent
<u>Date of Decision:</u>	October 20, 2020

REASONS FOR DECISION

The parties entered into a written one-year tenancy agreement ending on November 30, 2020. The monthly rent for the premises is \$1,600 and the Applicant holds a security deposit of \$200.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, to terminate the tenancy agreement, and to evict the Respondent.

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

The Applicant provided a statement of the rent account which indicated a balance of rent owing as at September 1, 2020, in the amount of \$11,878. The Applicant testified that since that date the October rent had come due and no payments had been received, bringing the balance owing to \$13,478.

The Applicant also provided a written complaint from another tenant in the residential complex noting repeated instances of noise and one particular incident on May 26, 2020, when noise continued all day and night, and furniture was thrown out of the window from the Respondent's third floor apartment.

The Respondent did not dispute the allegations and stated that he was unable to determine when or how the rent arrears could be paid.

I find the statement in order and I find rent arrears of \$13,478. I find the Respondent in breach of their obligations to pay rent and to not disturb other tenants in the residential complex.

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent. There have been only four payments made since the commencement of this tenancy and the account has been in constant arrears since January 2020.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$13,478 and terminating the tenancy agreement on November 15, 2020. An eviction order shall become effective on November 16, 2020.

Hal Logsdon
Rental Officer