

IN THE MATTER between **MPM**, Applicant, and **VE**, 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-

VE

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 VE, Respondent
<u>Date of Decision:</u>	October 20, 2020

REASONS FOR DECISION

The written tenancy agreement between the parties was made for a one-year term that ended on September 30, 2020 and was renewed on a monthly basis. The monthly rent for the premises is \$1,725 and the Applicant holds a security deposit of \$750.

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, to terminate the tenancy agreement, and to evict the Respondent.

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 statement of the rent account which indicated a balance of rent owing as at April 1, 2020, of \$7,125. The Applicant testified that since that date the October 2020 rent had come due and the Respondent had made two payments totalling \$7,000, bringing the balance owing to \$1,850

Balance as per ledger (April 1,2020)	\$7,125.00
October 2020 rent	1,725.00
Payment, September 25, 2020	(1,000.00)
Payment, October 20, 2020	<u>(6,000.00)</u>
Total	<u>\$1,850.00</u>

The Respondent did not dispute the allegations and stated that he would be able to pay the arrears in one or two weeks, or no later than November 5th. The Respondent also stated that he planned to move out but had not given notice yet.

I find the Respondent in breach of their obligation to pay rent. I find the statement in order and I find the rent arrears to be \$1,850. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$1,850 and terminating the tenancy agreement on November 15, 2020, unless the rent arrears and the rent for November 2020 in the total amount of \$3,575 are paid in full.

An eviction order shall become effective on November 16, 2020, unless the rent arrears and the rent for November 2020 in the total amount of \$3,575 are paid in full on or before November 15, 2020.

Hal Logsdon
Rental Officer