

IN THE MATTER Between **MPM**, Applicant, and **EG**, 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-

EG

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

REASONS FOR DECISION

The Respondent was served with a filed application and notice of attendance sent by email and confirmed delivered. 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 one-year term that ended on July 31, 2020, and was renewed on a monthly basis. The monthly rent for the premises is \$1,750 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 difficulty paying the rent due to the COVID-19 pandemic.

The Applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$4,678 as at September 1, 2020. The Applicant testified that since that date the October rent had come due and one payment of \$1,750 had been received on September 4, 2020, bringing the balance owing to \$4,928. The Applicant sought relief in that amount.

I find the statement in order and I find the Respondent in breach of their obligation to pay rent. I find the rent arrears to be \$4,928. 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 of \$4,928 and terminating the tenancy agreement on November 15, 2020, unless the arrears and the November 2020 rent in the total amount of \$6,678 are paid in full. An eviction order shall become effective on November 16, 2020, unless the rent arrears and the November 2020 rent in the total amount of \$6,678 are paid in full on or before November 15, 2020.

Hal Logsdon
Rental Officer