

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

AM

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 by email. 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 June 30, 2019, and was renewed on a monthly basis. The monthly rent is \$1,575 and the Applicant holds a security deposit of \$750.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of the 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 indicating that they were experiencing difficulties paying the rent due to the COVID-19 pandemic.

The Applicant provided a statement of account which indicated a balance of rent and penalties for late rent as at September 1, 2020, in the amount of \$9,398. The Applicant testified that since that date the October rent had come due and two charges for removal of garbage left in the residential complex had been added to the account, bringing the balance owing to \$11,073.

Balance as at September 1, 2020	\$9,398.00
October 2020 rent	1,575.00
Garbage charge	50.00
Garbage charge	<u>50.00</u>
Total	<u>\$11,073.00</u>

Rental Officer Order #16857 dated March 17, 2020, ordered the Respondent to pay rent arrears of \$6,191 and to pay future rent on time. The Applicant confirmed that the order had not been enforced. At the previous hearing, the Rental Officer denied three charges of \$30 for NSF penalties. These charges remain on the current rent statement. Taking this into account, I find rent arrears of \$10,883 and charges for garbage removal of \$100.

As the previous order may still be enforced, an additional order requiring the Respondent to pay rent arrears of \$4,692 and charges for garbage removal of \$100 shall be issued.

Rent arrears	\$10,883.00
less previous order	<u>(6,191.00)</u>
Total	<u>\$4,692.00</u>

In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the Respondent unless the rent arrears are promptly paid. The previous order to pay future rent on time has been breached and the rent arrears have increased significantly since the previous hearing. No rent whatsoever has been paid since April 2020.

The tenancy agreement shall be terminated by order on November 15, 2020, unless rent arrears and the rent for November 2020 in the total amount of \$12,458 are paid in full. An eviction order shall become effective on November 16, 2020, unless the rent arrears and rent for November 2020 are paid on or before November 15, 2020.

Hal Logsdon
Rental Officer