

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

KB

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 KB, Respondent
<u>Date of Decision:</u>	October 23, 2020

REASONS FOR DECISION

The tenancy agreement between the parties was made in writing for a one-year term to end on February 28, 2020. The monthly rent for the premises is \$1,800 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 rent arrears, to terminate the tenancy agreement, and to evict the Respondent.

The Applicant provided a statement of the rent account in evidence which indicated a balance owing as at September 1, 2020, of \$7,443. The Applicant testified that since that date the October 2020 rent had come due and four payments totalling \$6,600 had been made, bringing the balance owing to \$2,643. The Applicant sought relief in that amount.

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

A previous order (file #16858, dated March 17, 2020) required the Respondent to pay rent arrears of \$6,526 and to pay future rent on time. That order has not been enforced.

The Respondent did not dispute the allegations. They stated that they are working and making payments but a family matter had required them to leave the NWT and the resulting self-isolation periods had interfered with his income during the summer. The Respondent stated that he felt the arrears could be paid in full by the middle of December 2020.

A review of the rent statement suggests that the Respondent has been making a serious effort to pay the monthly rent and satisfy the previous order. The payments that have been made since the previous order was issued are sufficient, albeit not always timely, to meet the monthly rent. The rent arrears have been reduced. In my opinion, the Respondent should be given a reasonable opportunity to continue making payments to satisfy the previous order. Given the current pattern of payments, it is reasonable to expect the arrears to be fully paid by December 31, 2020.

I find the statement in order and I find the rent arrears to be \$2,643. There is no requirement to issue another order for rent as the previous order is sufficient to collect the remaining balance.

An order shall issue terminating the tenancy agreement on December 31, 2020, unless the rent arrears and the rents for November and December 2020 in the total amount of \$6,243 are paid in full.

Rent arrears	\$2,643.00
November 2020 rent	1,800.00
December 2020 rent	<u>1,800.00</u>
Total	<u>\$6,243.00</u>

An eviction order shall not be issued at this time. The Applicant may make another application for eviction if the tenancy is terminated by this order and the Respondent fails to give up possession of the premises.

Hal Logsdon
Rental Officer