

IN THE MATTER between **GHL**, Applicant, and **JM**, 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, regarding a rental premises located within the **town of Hay River in the Northwest Territories**.

BETWEEN:

GHL

Applicant/Landlord

- and -

JM

Respondent/Tenant

ORDER and EVICTION ORDER

IT IS HEREBY ORDERED:

1. Pursuant to paragraph 41(4)(a) of the *Residential Tenancies Act* the Respondent shall pay the Applicant rent arrears in the amount of two thousand eight hundred dollars (\$2,800.00).
2. Pursuant to paragraph 41(4)(c) and subsection 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on February 15, 2021, and the Respondent shall vacate the premises on that date, unless the rent arrears and the rent for February 2021 in the total amount of four thousand six hundred dollars (\$4,600.00) is paid in full.
3. Pursuant to paragraph 63(4)(a) and subsection 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 2 of this order, the Respondent will be evicted from the rental premises known as 15 Elm Crescent in Hay River, Northwest Territories, on February 16, 2021.

DATED at the city of Yellowknife in the Northwest Territories this 21st day of January 2021.

Hal Logsdon
Rental Officer

IN THE MATTER between **GHL**, Applicant, and **JM**, 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:

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Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 19, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: BD, representing the Applicant

Date of Decision: January 19, 2021

REASONS FOR DECISION

The Respondent was personally served with a notice of attendance and filed application on December 9, 2020, but failed to appear at the hearing. The hearing was held in their absence.

The written tenancy agreement between the parties was monthly and commenced on May 15, 2020. The rent for the premises was \$1,800 and the Applicant holds a security deposit of \$1,800.

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 arrears, terminating the tenancy agreement, and evicting the Respondent.

The Applicant testified that they had not received any notice from the Respondent regarding 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 December 1, 2020, in the amount of \$5,200. The Applicant testified that the following transactions had taken place since that date resulting in a current balance of \$2,800:

Payment, December 22, 2020	\$2,000.00
Payment, December 24, 2020	400.00
Payment, January 6, 2021	1,800.00
January 2021 rent	1,800.00

I find the statement in order and find the Respondent in breach of her obligation to pay rent. I find rent arrears of \$2,800. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$2,800 and terminating the tenancy agreement on February 15, 2021, unless the rent arrears and the rent for February 2021 in the total amount of \$4,600 is paid in full. An eviction order shall be effective on February 16, 2021, if total arrears of \$4,600 are not paid by February 15, 2021.

Hal Logsdon
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2. Pursuant to paragraph 41(4)(c) and subsection 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on February 15, 2021, and the Respondent shall vacate the premises on that date, unless the rent arrears and the rent for February 2021 in the total amount of four thousand six hundred dollars (\$4,600.00) is paid in full.
3. Pursuant to paragraph 63(4)(a) and subsection 83(2) of the *Residential Tenancies Act*, if the tenancy agreement between the parties is terminated in accordance with paragraph 2 of this order, the Respondent will be evicted from the rental premises known as 15 Elm Crescent in Hay River, Northwest Territories, on February 16, 2021.

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Appearances at Hearing: BD, representing the Applicant

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REASONS FOR DECISION

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The written tenancy agreement between the parties was monthly and commenced on May 15, 2020. The rent for the premises was \$1,800 and the Applicant holds a security deposit of \$1,800.

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 arrears, terminating the tenancy agreement, and evicting the Respondent.

The Applicant testified that they had not received any notice from the Respondent regarding 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 December 1, 2020, in the amount of \$5,200. The Applicant testified that the following transactions had taken place since that date resulting in a current balance of \$2,800:

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Payment, December 24, 2020	400.00
Payment, January 6, 2021	1,800.00
January 2021 rent	1,800.00

I find the statement in order and find the Respondent in breach of her obligation to pay rent. I find rent arrears of \$2,800. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$2,800 and terminating the tenancy agreement on February 15, 2021, unless the rent arrears and the rent for February 2021 in the total amount of \$4,600 is paid in full. An eviction order shall be effective on February 16, 2021, if total arrears of \$4,600 are not paid by February 15, 2021.

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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 arrears, terminating the tenancy agreement, and evicting the Respondent.

The Applicant testified that they had not received any notice from the Respondent regarding 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 December 1, 2020, in the amount of \$5,200. The Applicant testified that the following transactions had taken place since that date resulting in a current balance of \$2,800:

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Hal Logsdon
Rental Officer