

IN THE MATTER between **NDC**, Applicant, and **DG**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

**NDC**

Applicant/Landlord

- and -

**DG**

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 five thousand four hundred forty-five dollars (\$5,445.00).
2. Pursuant to paragraph 45(4)(c) of the *Residential Tenancies Act*, the Respondent shall pay the Applicant costs of electricity paid on their behalf in the amount of two hundred ninety-eight dollars and ninety-one cents (\$298.91).
3. Pursuant to paragraph 41(4)(c), paragraph 45(4)(e), and subsection 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties shall be terminated on February 10, 2021, and the Respondent shall vacate the premises on that date, unless the rent arrears, electricity costs, and the rent for February 2021 in the total amount of seven thousand five hundred sixty-eight dollars and ninety-one cents (\$7,568.91) are paid in full.
4. 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 3 of this order, the Respondent will be evicted from the rental premises known as Apartment 102, 1 Bartesko Court, in Yellowknife, Northwest Territories, on February 11, 2021.

5. Pursuant to paragraph 43(4)(a) and paragraph 43(3)(b) of the *Residential Tenancies Act*, the Respondent shall comply with their obligation not to disturb the Landlord or other tenants in the residential complex and shall not breach that obligation again.
6. Pursuant to paragraph 45(4)(a) and paragraph 45(4)(b) of the *Residential Tenancies Act*, the Respondent shall comply with their obligation to establish an account with the supplier of electricity to the rental premises and pay the electricity costs for the rental premises during the term of the tenancy agreement, and shall not breach that obligation again.

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

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NDC**, Applicant, and **DG**, 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:

**NDC**

Applicant/Landlord

-and-

**DG**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 19, 2021

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** KY, representing the Applicant

**Date of Decision:** January 19, 2021

### **REASONS FOR DECISION**

The Respondent was served with a notice of attendance and the filed application by email, confirmed delivered. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The parties entered into a written term tenancy agreement commencing on July 1, 2016, which was renewed on a monthly basis on expiry. The Respondent holds a security deposit of \$1,695. The monthly rent is currently \$1,825. The tenant is responsible for paying the costs of electricity during the tenancy.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent, failing to maintain an account for electricity or paying for electricity, and disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, reimburse the landlord for electricity paid on their behalf, and to not disturb other tenants or the Landlord in the future. The Applicant sought termination of the tenancy agreement and an eviction order if the rent arrears and the electricity costs were not paid.

The Applicant testified that they had not received any written notice from the Respondent regarding their inability to pay the rent due to COVID-19.

#### **Rent**

The Applicant provided a statement of account which indicated a balance of rent owing of \$5,445 composed of rent for November 2020 (\$1,810), December 2020 (\$1,810), and January 2021 (\$1,825). I find the ledger in order and find rent arrears of \$5,445.

#### **Electricity**

The Applicant stated that the electricity account had been transferred to the Landlord when the former joint tenant moved out and cancelled the account. The Applicant has received and paid two invoices for electricity since. Copies of the paid invoices were provided in evidence.

September 28 - October 28, 2020	\$194.50
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October 28 - November 26, 2020	\$104.41
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I find the Respondent in breach of their obligation to pay for electricity during the term of the tenancy and find the balance owing to the Applicant to be \$298.91.

Disturbance

The Applicant testifies that other tenants had complained on several occasions about the Respondent selling items door-to-door in the residential complex and knocking on doors asking for cigarettes. The Applicant also testified that their employees had complained about the Respondent asking for cigarettes while they were performing their duties in the residential complex. A notice regarding these complaints dated January 6, 2021, was served on the Respondent and provided in evidence. I find the Respondent in breach of her obligation not to disturb the Landlord or other tenants in the residential complex.

In my opinion there are reasonable grounds to terminate the tenancy agreement between the parties unless the rent arrears and electricity costs are paid in full. The Respondent has paid no rent for the past three months and has breached their obligation to pay for electricity.

Although the Applicant stated they were willing to arrange a scheduled repayment of the rent arrears and electrical costs, it is difficult to determine a reasonable arrangement without the participation of the Tenant, who elected to not attend the hearing.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$5,445 and electrical costs of \$298.91. The tenancy agreement shall be terminated on February 10, 2021, unless the Respondent pays the Applicant the rent arrears, electricity costs, and the rent for February 2021, totalling \$7,568.91. An eviction order shall become effective on February 11, 2021, if the referenced arrears totalling \$7,568.91 is not paid by February 10, 2021. Should the tenancy continue, the Respondent is also ordered not to disturb other tenants in the residential complex, to establish an account with the supplier of electricity, and to pay for electricity during the remainder of the tenancy.

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Hal Logsdon  
Rental Officer