

IN THE MATTER between **NTHC**, Applicant, and **RE**, 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:

**NTHC**

Applicant/Landlord

-and-

**RE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 20, 2021

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

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

**Date of Decision:** April 20, 2021

**REASONS FOR DECISION**

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

The parties entered into a written monthly tenancy agreement commencing on June 19, 2015. The premises are subsidized public housing.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of the assessed rent. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the Respondent.

The Applicant provided a copy of the lease balance statement in evidence which indicated a balance of rent owing of \$3,834.88. I find the statement in order and the balance correct.

A previous order (#16884 issued on May 5, 2020) required the Respondent to pay rent arrears of \$2,670. The Applicant has collected \$2,180.12 of that order through garnishment, leaving an unsatisfied collectable balance of \$489.88.

Since the previous order was issued, rent of \$6,145 has been assessed and the Respondent has paid only \$2,800 resulting in rent arrears of \$3,345 since the last order was issued.

Taking into consideration the unsatisfied but collectable balance of the previous order, an order requiring the Respondent to pay the applicant rent arrears of \$3,345 shall be issued.

Four orders for rent have now been issued regarding this tenancy. The Respondent has been repeatedly ordered to pay the monthly rent on time yet the rent arrears continue to accumulate. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order.

An order shall issue terminating the tenancy agreement on May 31, 2021. An eviction order shall become effective on June 1, 2021.

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Hal Logsdon  
Rental Officer