

IN THE MATTER between **NTHC**, Applicant, and **CL and AB**, Respondents.

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-

CL and AB

Respondents/Tenants

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 Respondents were served with a filed application and notice of attendance sent by registered mail. A notice was left on April 6, 2021, indicating where the item could be picked up but there was no confirmation of delivery. In my opinion, it is reasonable to deem the notice served on April 13, 2021. The Respondents failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was made for a term of 13 months ending on March 31, 2018. The agreement was renewed on a monthly basis on expiry. The monthly rent for the premises is \$1,430.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided copies of lease balance statements in evidence which indicate all rent applied and all payments received.

A previous Rental Officer Order #16882, issued May 5, 2020, ordered the Respondents to pay rent arrears of \$21,450. That order has not been satisfied but remains enforceable. Since the previous order was issued, a total of \$15,730 of rent has become due (11 months at \$1,430 per month). No rent has been paid by the Respondents.

Taking into consideration the previous unsatisfied but enforceable order, an order shall issue requiring the Respondents to pay the Applicant rent arrears of \$15,730.

It would appear that the Respondents have little or no intention of paying rent as no rent has been paid by the Respondents since the commencement of this tenancy agreement. In my opinion there are sufficient grounds to terminate the tenancy agreement and evict the Respondents.

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

Hal Logsdon
Rental Officer