

IN THE MATTER between **NTHC**, Applicant, and **TB**, 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-

TB

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 23, 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 his absence.

The tenancy agreement between the parties was made for a six-month term commencing on May 28, 2018, and renewed on a monthly basis on expiry. The premises are subsidized public housing and the current assessed rent is \$75 per month.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The Applicant sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

The Applicant testified that no notice had been received from the Respondent regarding their inability to pay rent due to the COVID-19 pandemic.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing on \$825. No rent has been paid since May 2020.

The Applicant provided a notice to the Respondent in evidence outlining a loud party late at night on December 3, 2020, and warning that future incidents of disturbance will result in an application seeking termination of the tenancy. No evidence of other disturbances was provided.

I find the ledger in order and find rent arrears in the amount of \$825. An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$825 and to pay future rent on time.

There has been no rent paid for nearly a year. In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the rent arrears are promptly paid. The tenancy agreement shall be terminated on May 31, 2021, unless the rent arrears and the rent for May 2021 in the total amount of \$900 is paid in full. An eviction order shall be effective on June 1, 2021, unless the rent arrears and the May 2021 rent in the total amount of \$900 is paid in full on or before May 31, 2021.

I also find the Respondent in breach of their obligation to not disturb other tenants. The residential complex is a multiple unit building and the Respondent must respect the rights of other tenants to reasonable peace and quiet. The Respondent shall be ordered to not cause any future disturbance in the residential complex.

Hal Logsdon
Rental Officer