

IN THE MATTER between **LGM**, Applicant, and **BM**, 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 **Adelle Guigon**, Rental Officer;

BETWEEN:

LGM

Applicant/Landlord

-and-

BM

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 4, 2021

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: HM, representing the Applicant

Date of Decision: August 4, 2021

REASONS FOR DECISION

An application to a rental officer made by LGM as the Applicant/Landlord against BM as the Respondent/Tenant was filed by the Rental Office June 10, 2021. The application was made regarding a residential tenancy agreement for a rental premises located in Tuktoyaktuk, Northwest Territories. The filed application was personally served on the Respondent July 23, 2021.

The Applicant alleged the Respondent had repeatedly failed to pay rent and had caused damages to the rental premises. An order was sought for termination of the tenancy and eviction.

A hearing was held August 4, 2021, by three-way teleconference. HM appeared representing the Applicant. BM was personally served notice of the hearing July 23, 2021. The Respondent did not appear at the hearing, nor did anyone appear on the Respondent's behalf. The hearing proceeded in the Respondent's absence pursuant to subsection 80(2) of the *Residential Tenancies Act* (the Act).

Tenancy agreement

The Applicant's representative testified that the Applicant is the titled owner of the rental premises and had entered into an oral tenancy agreement with the Respondent. The tenancy began in the Fall of 2008 and the agreed upon rent was \$600 per month. The Respondent remains in possession and occupancy of the rental premises to date. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

Rental arrears

The Applicant's representative testified that the last payment of rent from the Respondent was received in February 2009. He confirmed the Applicant is not seeking an order for payment of the rental arrears, despite the substantial amount that has accumulated over the last 12 years. The Applicant's representative further testified that he and the Applicant have repeatedly tried to speak to the Respondent about the arrears and about ending the tenancy but have been rebuffed and ignored at every turn. RCMP also attempted to intervene on the Applicant's behalf, but their attempts to communicate with the Respondent were also rebuffed.

I find the Respondent has repeatedly failed to pay the rent in breach of his obligations under section 41 of the Act.

Damages

The Applicant's representative clarified that they do not yet know the extent of damages to the rental premises because they have not been able to access the premises. Given there is no evidence available at this hearing or included in the application package regarding the alleged damages, no consideration was made for them. The Applicant has leave to file a new application to a rental officer for costs of repairs of damages to the rental premises caused by the Respondent or persons permitted in the premises by the Respondent, after the Applicant has regained possession of the premises and been able to conduct an inspection.

Termination of the tenancy and eviction

In light of the Respondent's repeated and substantial period of failing to pay the rent, I am satisfied termination of the tenancy and eviction are justified.

Orders

An order will issue terminating the tenancy August 31, 2021, and for eviction September 1, 2021.

Adelle Guigon
Rental Officer