

IN THE MATTER between **6165NL**, Applicant, and **SK**, 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:

6165NL

Applicant/Landlord

-and-

SK

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	October 19, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	CT, representing the Applicant
<u>Date of Decision:</u>	October 19, 2021

REASONS FOR DECISION

The Respondent was personally served with a notice of attendance on September 29, 2021, which was also provided to her by email. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The tenancy agreement between the parties was made in writing for a six-month term commencing on November 17, 2017. On expiry, the tenancy agreement became monthly. The monthly rent has been increased several times in accordance with the *Residential Tenancies Act* (the Act) and is now set at \$1,250.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears, to pay future rent on time, and to terminate the tenancy unless the rent arrears were paid.

The Applicant provided a statement of account in evidence which indicated a balance of rent as at September 1, 2021, of \$6,793.50. The Applicant testified that since that date a payment of \$800 had been made and the October rent of \$1,250 had come due, bringing the balance owing to \$7,243.50.

The Applicant testified that the Respondent had previously fallen a month or two behind in rent but had always been able to bring the account up to date. The Applicant also noted that the Respondent had repeatedly pledged to clear the current arrears but had failed to make any significant progress or propose any plan of repayment.

I find the ledger in order and I find the Respondent in breach of her obligation to pay rent. I find rent arrears of \$7,243.50. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. There has been only one partial payment of rent in the past seven months and the account is over five months in arrears.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$7,243.50 and terminating the tenancy on November 30, 2021, unless the rent arrears and the November 2021 rent in the total amount of \$8,493.50 have been paid in full on or before that date. Should the tenancy agreement continue, the Respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer