

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

PD

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 16, 2021
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	MRC, representing the Applicant PD, Respondent
<u>Date of Decision:</u>	November 16, 2021

REASONS FOR DECISION

The written tenancy agreement between the parties was made for a one-year term commencing in April, 2020. On expiry, the tenancy agreement continued as a monthly tenancy. The monthly rent for the premises is \$1,410. A security deposit of \$1,410 has been paid in full.

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, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at November 1, 2021, in the amount of \$9,146. The Applicant testified that since that date no rent payments had been made.

The Respondent entered into an agreement to pay the monthly rent plus an additional \$300 per month in February 2021 but failed to make payments in accordance with that agreement.

The Respondent did not dispute the allegations. She stated that she had already made arrangements to draw her RRSP investments to pay the majority of the rent arrears. She stated that she had just started a job and would be able to pay the arrears promptly and the monthly rent on time. She stated that she was unsure of the actual amount of her investments or the timing of the redemption.

I note that the Respondent has been in arrears since April 2020 but until the summer of 2021 was making regular payments and was usually no more than two months in arrears. She stated that she had been out of town during that summer and got seriously behind in her rent.

I find the ledger in order and find rent arrears of \$9,146. While there are certainly grounds to terminate this tenancy agreement, it appears that the Respondent has started plans to retire the debt promptly. In my opinion, she should have an opportunity to continue this effort and bring the rent account up to date.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$9,146 and to pay future rent on time. If the Respondent fails to promptly follow-up on her commitment to address this debt the Applicant may file another application seeking the termination of the tenancy agreement and an eviction order.

Hal Logsdon
Rental Officer