

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

**CB**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 25, 2022</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>PS, representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 29, 2022</b>

**REASONS FOR DECISION**

The Respondent was sent a filed application and notice of attendance by email. The Respondent failed to appear at the hearing. In my opinion it is not unreasonable to deem the application and notice served on January 7, 2022. The hearing was held in the absence of the Respondent.

The tenancy agreement was made for a six-month term commencing on May 1, 2015, and renewed as a monthly agreement on expiry. The premises are subsidized public housing

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

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing in the amount of \$2,224 as at December 1, 2021. The Applicant testified that since that date the January rent of \$365 had come due and no payments had been made, bringing the balance of rent owing to \$2,589.

The rent balance statement indicates that the rent account went into arrears in June 2021 and that no rent has been paid since that date. The current rent assessment is \$365 per month.

I find the Respondent in breach of her obligation to pay rent and I find rent arrears of \$2,589.

It is clear that the Respondent has made no effort to pay any rent for eight months despite being served several notices regarding the rent arrears. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order unless the rent arrears are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$2,589 and terminating the tenancy agreement on February 28, 2022, unless the rent arrears and the rent for February 2022 in the total amount of \$2,954 has been paid in full. An eviction order shall become effective on March 1, 2022, unless the rent arrears and the rent for February 2022 in the total amount of \$2,954 has been paid in full on or before February 28, 2022.

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Hal Logsdon  
Rental Officer