

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

AG

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 8, 2022

Place of the Hearing: Yellowknife, Northwest Territories

Appearances at Hearing: AS, representing the Applicant

Date of Decision: February 8, 2022

REASONS FOR DECISION

The Respondent was sent a filed application and notice of attendance by registered mail. There was no confirmation of delivery, however the Respondent was contacted by telephone and provided with a written notice that a registered mail item was available for pick-up. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the notice and application served. The hearing was held in the absence of the Respondent.

The tenancy agreement between the parties was monthly and commenced on April 1, 2012. The premises are subsidized public housing. The current monthly rent is \$365.

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 and evicting the Respondent unless the rent arrears were paid.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at February 8, 2022, in the amount of \$2,190. The statement indicates that there had been no rent paid since August 2021 when the account was last in good standing.

I find the statement in order and find the Respondent in breach of her obligation to pay rent. I find rent arrears of \$2,190. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$2,190. The tenancy agreement shall be terminated on March 31, 2022, unless the rent arrears and the rent for March 2022 in the total amount of \$2,555 has been paid in full. An eviction order shall become effective on April 1, 2022, unless the rent arrears and the March rent have been paid on or before March 31, 2022. The order shall also require the Respondent to pay future rent on time.

Hal Logsdon
Rental Officer