

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

PL

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, but the Respondent was notified by telephone and provided with a notice indicating that the documents were available for pick up. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the documents served. The hearing was held in the absence of the Respondent.

The tenancy agreement between the parties was monthly and commenced on August 1, 2015. The monthly rent for the premises is \$400 and the tenant is obligated to pay for utilities during the term of the agreement. Utilities are paid directly to the supplier.

The Applicant alleged that the Respondent had breached the agreement by failing to pay rent and by failing to pay for utilities. The Applicant withdrew their request for termination of the tenancy agreement and sought only an order requiring the Respondent to pay the alleged rent arrears, comply with her obligation to pay for utilities during the term of the agreement, and to not breach these obligations in the future.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at February 4, 2022, in the amount of \$1,800. The Applicant stated that no payments had been received since that date. The Applicant also provided an invoice from the Town, the supplier of water, indicating that the Respondent's water account was seriously in arrears. The Applicant testified that the current balance owing on the water account was \$691.27.

I find the Respondent in breach of her obligation to pay rent and her obligation to pay for utilities during the term of the tenancy agreement. I find rent arrears of \$1,800.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$1,800 and to comply with her obligation to pay for utilities during the term of the tenancy. The Respondent shall also be ordered to pay future rent on time and to not breach her obligation to pay for utilities again.

Hal Logsdon
Rental Officer