

IN THE MATTER between **N.T.H.C.**, Applicant, and **C.B. and E.G.**, Respondents.

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, regarding a rental premises located within the **town of Norman Wells in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

C.B. AND E.G.

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 9, 2022

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: L.W., representing the Applicant
C.P., representing the Applicant

Date of Decision: August 12, 2022

REASONS FOR DECISION

The Respondents were personally served with Notices of Attendance on June 27, 2022 but failed to appear at the hearing. The hearing was held in their absence.

The current tenancy agreement between the parties was monthly and commenced on April 1, 2012. This agreement was preceded by a number of term agreements, the first one commencing in March 2009. The Applicant testified that the tenancies were consecutive and continuous and the Respondents were named as joint tenants on each one.

The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondents to pay the rent arrears and to pay future rent on time.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing in the amount of \$6,608.42. The Respondents have acknowledged the rent arrears and entered into an agreement dated July, 2022 promising to pay the arrears in monthly installments of \$50 in addition to the monthly assessed rent. The lease balance statement and the repayment agreement were provided in evidence. The lease balance statement indicates that the agreement has not been breached.

I find the lease balance statement in order and find the Respondents in breach of their obligation to pay rent. I find the rent arrears to be \$6,608.42. An order shall issue requiring the Respondents to pay the Applicant rent arrears in the amount of \$6,608.42 in monthly installments of no less than \$50, payable no later than the last day of every month until the rent arrears are paid in full. The Respondents shall also be ordered to pay the monthly assessed rent on time.

Should the Respondents fail to pay the rent arrears in accordance with this order or fail to pay the monthly rent, the Applicant may file an application to rescind this order and issue an order requiring the lump sum payment of any existing balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer