

IN THE MATTER between **N.T.H.C.**, Applicant, and **D.K.**, 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, regarding a rental
premises located within the **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

D.K.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 6, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	M.U., representing the Applicant
<u>Date of Decision:</u>	September 6, 2022

REASONS FOR DECISION

The Respondent was sent a Notice of Attendance by registered mail. A notice was left at the Respondent's post box on June 24, 2022, advising him that the item was available for pick-up, but there is no confirmation that he has picked up the notice. In my opinion, it is reasonable to deem the notice served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the Respondent.

The tenancy agreement between the parties commenced in November 2018 and was made for a term of six months. On expiry, it became a monthly agreement pursuant to section 49(1) of the *Residential Tenancies Act*. The monthly rent for the premises is \$1,430.

The Applicant alleged that the Respondent has breached the tenancy agreement by failing to pay the full amount of rent. The Applicant sought an order terminating the tenancy agreement and evicting the Respondent.

The application was filed on January 31, 2020 and scheduled for hearing on May 5, 2020. The matter was stayed pursuant to the COVID-19 Regulations No. 1. These regulations have now been rescinded.

On June 7, 2021, the parties entered into an agreement requiring the repayment of rental arrears in monthly installments of \$845.48, along with the monthly rent commencing on June 2021. The agreement generally complies with the provisions of COVID-19 Regulations No. 2.

The Applicant provided a lease balance statement in evidence showing all transactions on the account. The balance shown as of September 1, 2022 is \$15,673.34 of which \$14,958.34 are arrears of rent and \$715 is the balance of the required security deposit.

The lease balance statement indicates that the June 2021 agreement was first breached in August 2021 and breached again in November. It continued to be breached in January, March, April and May 2022. Therefore, section 3 of the COVID-19 Regulations no longer applies and the Applicant is entitled to seek the termination of the tenancy on the grounds of nonpayment of rent.

The record of rent payments has continued to deteriorate. Since May 2022, the Respondent has made only two rent payments, neither of which were sufficient to meet the full amount of the monthly rent due.

I find the Respondent in breach of their obligation to pay rent and find rent arrears of \$14,958.34. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$14,958.34 and terminating the tenancy agreement between the parties on October 31, 2022. An eviction order shall become effective on November 1, 2022.

Hal Logsdon
Rental Officer