

IN THE MATTER between **NF**, Applicant, and **JC**, 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 **city of Yellowknife in the Northwest Territories**.

BETWEEN:

NF

Applicant/Landlord

-and-

JC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 27, 2022

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: RP, representing the Applicant

Date of Decision: September 27, 2022

REASONS FOR DECISION

The Respondent was sent a Notice of Attendance by email. The Respondent failed to appear at the hearing. The Applicant testified that the Respondent had contacted him and confirmed that he had received the notice but was unable to attend the hearing because of work. The Applicant stated that he had advised the Respondent to contact the Rental Office and inquire about rescheduling the hearing. The Respondent did not contact the Rental Office. The hearing proceeded in the absence of the Respondent.

The tenancy agreement between the parties was made for a one-year term commencing on May 1, 2019 and was renewed on a monthly basis on expiry. The monthly rent for the premises is \$1410 and the Applicant holds a security deposit of \$730. A copy of the tenancy agreement was provided in evidence.

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 rent arrears, terminating the tenancy agreement, and evicting the Respondent.

A copy of the tenant ledger was provided in evidence and indicated a balance of rent owing as of September 12, 2022 in the amount of \$7640.46. The Applicant testified that a payment of \$1300 had been received on September 26, 2022, bringing the balance owing to \$6340.46.

The ledger indicates that the rent account has been in arrears since July 2021 which was the only month the account was current since the tenancy began.

I find the Respondent in breach of his obligation to pay rent and find rent arrears of \$6340.46. 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 of \$6340.46 and terminating the tenancy agreement on October 31, 2022 unless the rent arrears and the rent for October 2022 are paid in full.

An eviction order shall become effective on November 1, 2022 unless the rent arrears and October 2022 rent have been paid on or before October 31, 2022. Should the tenancy agreement continue, the Respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer