

IN THE MATTER between **NF**, Applicant, and **MM**, 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-

MM

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 on September 2, 2022 but failed to appear at the hearing. In my opinion, it is not unreasonable to deem the notice served in accordance with section 71 of the *Residential Tenancies Act* and Regulations. The matter was heard in the absence of the Respondent.

The tenancy agreement between the parties was a joint tenancy agreement made for a 1-year term commencing on September 1, 2020 and reverted to a monthly agreement on expiry. A copy of the tenancy agreement was presented in evidence. The rent for the premises is \$2060 and the Applicant holds a security deposit of \$1030. On February 3, 2022, the Respondent and the other joint tenant assigned the tenancy to the Respondent as sole tenant.

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, terminating the tenancy agreement, and evicting the Respondent.

A tenant ledger was provided in evidence which indicated a balance of rent owing as at September 6, 2022 in the amount of \$10,728. The Applicant testified that no payments had been received since that date.

An examination of the ledger indicates that all of the arrears have accumulated since March 2022. Only five rent payments have been made since that date, none of which were sufficient to satisfy the monthly rent.

I find the ledger in order and find the Respondent in breach of their obligation to pay rent. I find rent arrears of \$10,728. In my opinion, there are sufficient grounds to terminate the tenancy agreement and evict the tenant unless the rent arrears are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$10,728 and terminating the tenancy agreement on October 31, 2022 unless the rent arrears and the October 2022 rent are paid in full. An eviction order shall issue to be effective on November 1, 2022 unless the rent arrears and October 2022 rent are paid on or before October 31, 2022. Should the tenancy continue, the Respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer