

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

VM

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 27, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	RP, representing the Applicant
<u>Date of Decision:</u>	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 pursuant to section 71 of the *Residential Tenancies Act* and Regulations. The hearing proceeded in the absence of the Respondent.

The tenancy agreement between the parties was made for a one-year term commencing on July 1, 2019 and renewed as a monthly agreement on expiry. The rent for the rental premises is \$1729 and the Applicant holds a security deposit of \$830. 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 alleged arrears, terminating the tenancy agreement, and evicting the tenant.

A copy of the tenant ledger was provided in evidence which indicated a balance owing as of September 1, 2022 in the amount of \$12,732.59. Of that amount, \$50 has been charged for replacement of lost keys. The Applicant testified that no other payments had been received since that date. The ledger indicates that the account has been in arrears since December 2021. Since that date, only four payments have been made, none of which were sufficient to meet the monthly rent obligation. No payments whatsoever have been made since June 2022. It appears that when the full amount of rent is paid, it has been paid by the Government of the Northwest Territories.

I find the ledger in order and find rent arrears of \$12,682.59. I find the key charges reasonable and find key charges of \$50. In my opinion, there are sufficient grounds to terminate the tenancy agreement, unless the rent arrears and key charges are paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$12,682.59 and key charges of \$50. The tenancy agreement shall be terminated on October 31, 2022 unless the rent arrears, key charges and the rent for October 2022 in the total amount of \$14,461.59 are paid in full.

An eviction order shall become effective on November 1, 2022 unless the rent arrears, key charges, and the rent for October 2022 in the total amount of \$14,461.59 are paid in full 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