

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

**NL**

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(1) of the *Residential Tenancies Act*. The matter was heard in the absence of the Respondent.

The tenancy agreement between the parties was made for a one-year term commencing on August 1, 2018 and renewed on a monthly basis on expiry. The monthly rent for the premises is \$1733 and the Applicant holds a security deposit of \$825. A copy of the tenancy agreement was provided in evidence by the Applicant.

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, termination of the tenancy agreement, and evicting the tenant.

The Applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing as of September 1, 2022 in the amount of \$3050.35. The Applicant testified that no payments had been received since that date.

The ledger indicates that the rent account has not been current since March 2021 and has occasionally been over two months in arrears.

I find the ledger in order and find the Respondent in breach of their obligation to pay rent. I find rent arrears of \$3050.35. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall issue requiring the Respondent to pay rent arrears of \$3050.35. The order shall terminate the tenancy agreement on October 31, 2022 unless the rent arrears and the rent for October 2022 in the total amount of \$4783.35 are paid in full. An eviction order shall become effective on November 1, 2022 unless the rent arrears and the October 2022 rent in the total amount of \$4783.35 are paid in full on or before October 31, 2022. If the tenancy agreement continues, the Respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer