

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

LR

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
FH, representing the Respondent

Date of Decision: September 27, 2022

REASONS FOR DECISION

The Respondent was sent a Notice of Attendance by email on September 2, 2022. The Respondent did not appear at the hearing but was represented by FH.

There was no tenancy agreement provided by the Respondent at hearing but a valid tenancy agreement between the parties was confirmed at a previous hearing (file #16286, filed on January 3, 2019). The monthly rent for the premises is \$1617. The Applicant holds a security deposit of \$1225.

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.

The Applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$15,520 as of September 21, 2022. The Applicant testified that no payments had been made since that date.

The Respondent's representative, who lives with the Respondent, did not dispute the balance owing but stated that the Respondent had been unemployed for some time but was now working at two jobs. He also stated that his work as a contractor had been slow but has picked up permitting him to now work every day. He proposed that \$4000 could be paid by October 3, 2022 and after that, payments of \$2000 every two weeks could be paid along with the monthly rent. The Applicant was not willing to accept the offer, expressing skepticism that the Respondent would successfully retire the debt or keep the account current.

Three previous termination and eviction orders involving rent arrears have been issued. An order issued in January 2018 terminated the tenancy agreement unless part of the rent arrears were paid. The order was not satisfied but the Applicant did not enforce the eviction order. Another order issued in January 2019 unconditionally terminated the tenancy agreement. The Applicant did not enforce the order and the tenancy agreement continued. In March 2020, a third order was issued conditionally terminating the tenancy agreement unless the rent arrears were paid in full. That order was satisfied.

The tenant ledger indicates a rent history where rent arrears accumulate for up to 5-6 months without any payment. The last time the rent account was current was in April 2021.

I find it easy to see why the Applicant has limited faith in the ability and/or willingness of the Respondent to pay rent. However I question why the Applicant has not enforced any of the previous orders. Certainly, the Applicant has been quite lenient.

I find the ledger in order and find the Respondent in breach of their obligation to pay rent. I find rent arrears in the amount of \$15,520. 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 in the amount of \$15,520. 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 \$17,137 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 \$17,137 are paid in full 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