

IN THE MATTER between **NTHC**, 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 **town of Fort Smith in the Northwest Territories**.

BETWEEN:

NTHC

Applicant/Landlord

-and-

JC

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 8, 2022

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: JG, representing the Applicant

AG, representing the Applicant

Date of Decision: November 8, 2022

REASONS FOR DECISION

The Respondent was sent a filed application and Notice of Attendance by registered mail that was confirmed delivered. Due to a problem with the teleconference system, the codes had to be changed and the Respondent was notified by phone. The Respondent confirmed their email address and a revised Notice of Attendance was provided by email on October 26, 2022. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was monthly and made in writing. The agreement commenced on August 1, 2016. The Respondent was a party to two previous joint tenancy agreements with the Applicant.

The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the Respondent to pay the alleged rent arrears and to pay future rent on time.

The Applicant provided a lease balance statement in evidence which indicated a balance of \$5,340. The statement contains transactions for the current tenancy agreement as well as the two previous agreements. However, transactions for the previous agreements are clearly identified. My review of the statement confirms that the rent for the previous tenancies has been paid in full and that all of the current rent arrears shown on the statement relate to the current sole tenancy agreement between the parties.

I find the Respondent in breach of their obligation to pay rent and find rent arrears of \$5,340. An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$5,340 and to pay future rent on time.

Hal Logsdon
Rental Officer