

IN THE MATTER between **NF**, Applicant, and **HG**, 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 Inuvik in the Northwest Territories**.

BETWEEN:

NF

Applicant/Landlord

-and-

HG

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 29, 2022
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	IA, representing the Applicant
<u>Date of Decision:</u>	November, 29, 2022

REASONS FOR DECISION

The tenancy agreement was made for a one-year term commencing on January 1, 2022. The monthly rent is \$1,150 and a security deposit of \$1,150 is held by the Applicant. The application was filed on July 26, 2022. The Applicant alleged that the Respondent had failed to pay the full amount of rent due and sought an order requiring the Respondent to pay the alleged rent arrears, termination of the tenancy agreement, and an eviction order.

The Respondent was personally served with a filed application and Notice of Attendance on August 8, 2022. The hearing, scheduled for October 11, 2022 was cancelled due to a malfunction of the teleconference system and the matter was rescheduled for November 29, 2022. A Notice of Attendance was sent to the Respondent by email, deemed served on November 3, 2022. The Respondent failed to appear at the hearing and the hearing was held in her absence.

The Applicant provided a ledger in evidence indicating rents, late fees, and rent payments. The ledger indicated a balance of rent and late fees owing as at December 1, 2022, including rent of \$1,150 for December in the amount of \$4,073. Clearly, the December rent had not come due at the time of the hearing. I find the true balance to be \$2,923.

I find the ledger in order and find the Respondent in breach of her obligation to pay rent and find rent arrears of \$2,923. This tenancy has been in arrears since March 2022 and is often more than two months overdue. In my opinion, there are adequate grounds to terminate the tenancy agreement, unless the rent arrears are paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$2,923 and terminating the tenancy agreement on December 31, 2022 unless the rent arrears and the rent for December 2022 in the total amount of \$4,073 is paid in full. An eviction order shall become effective on January 1, 2023 unless the amount of \$4,073 is paid on or before December 31, 2022.

Should the tenancy agreement continue, the Respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer