

IN THE MATTER between **N.T.H.C.**, Applicant, and **C.J.**, 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:

N.T.H.C.

Applicant/Landlord

-and-

C.J.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	January 10, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	P.S., representing the Applicant
<u>Date of Decision:</u>	January 10, 2023

REASONS FOR DECISION

The tenancy agreement between the parties was monthly and commenced on August 18, 2020. The premises are subsidized public housing.

The application was filed on November 23, 2022 and set for hearing on January 10, 2023. The Respondent was sent a notice of attendance on November 29, 2022 but failed to appear at the hearing. The hearing was held in her absence.

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, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a statement of the rent account in evidence that indicated a balance of rent as at November 1, 2022 in the amount of \$1,398.83. The Applicant testified that since that date, the rents for December (\$160) and January (\$160) had become due and no payments had been made, bringing the balance owing to \$1,718.83. The rent ledger indicates that the rent account was in good standing with a small credit balance on April 14, 2022 when the last rent payment was made. No payments have been made since that date.

The Applicant stated they would agree to continue the tenancy provided the Respondent paid the rent arrears in full and suggested the Respondent be given until the end of February 2023 to bring the rent account up to date. I find the suggestion reasonable.

I find the rent statement in order and find the Respondent in breach of her obligation to pay rent. I find rent arrears of \$1,718.83. In my opinion, there are sufficient grounds to terminate the tenancy agreement and issue an eviction order, unless the rent arrears are promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$1,718.83. The order shall terminate the tenancy agreement on February 28, 2023 unless the rent arrears and the assessed rent for the month of February 2023 are paid in full. An eviction order shall be effective on March 1, 2023 unless the rent arrears and February 2023 rent are paid in full on or before February 28, 2023.

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

Hal Logsdon
Rental Officer