

IN THE MATTER between **N.T.H.C.**, Applicant, and **N.M.**, 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 **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

N.T.H.C.

Applicant/Landlord

-and-

N.M.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	February 7, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	M.U., representing the Applicant
<u>Date of Decision:</u>	February 7, 2023

REASONS FOR DECISION

The tenancy agreement between the parties was made for a five-month term commencing on February 1, 2017 and renewed as a monthly agreement on expiry. The premises are subsidized public housing.

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 and terminating the tenancy agreement.

The application was filed on January 4, 2023. The matter was set for hearing on February 7, 2023 and the filed application and notice of attendance sent to the Respondent by registered mail on January 20, 2023. A notice card was provided to the Respondent on the same day but there is no confirmation that they have picked up the item. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the item served, pursuant to section 71(5) of the *Residential Tenancies Act*.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at February 1, 2023 of \$1,350. The current monthly rent for the premises is \$150. The statement indicates the rent account has been in arrears since May 2022 and no rent payments have been made since July 2022.

The Applicant stated that they would be willing to continue the tenancy agreement if the rent arrears were promptly paid and suggested that full payment of the arrears by May 31, 2023 would be reasonable.

I find the Respondent in breach of their obligation to pay rent and find rent arrears of \$1,350. In my opinion, there are adequate 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 \$1,350 and terminating the tenancy agreement on May 31, 2023 unless the rent arrears and the rents for March, April, and May 2023 in the total amount of \$1,800 have been paid in full. An eviction order shall be issued and will become effective on May 1, 2023 unless the rent arrears and the rents for March, April, and May 2023 in the total amount of \$1,800 have been paid on or before May 31, 2023.

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

Hal Logsdon
Rental Officer