

IN THE MATTER between **N.T.H.C.**, Applicant, and **I.S.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-

**I.S.M.**

Respondent/Tenant

**REASONS FOR DECISION**

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

**REASONS FOR DECISION**

The tenancy agreement between the parties was made for a three-month term commencing on November 5, 2019 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 served on the Respondent by registered mail which was confirmed delivered on January 23, 2023. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at February 1, 2023 of \$2,310. The current monthly rent for the premises is \$345. The statement indicates the rent account has been in arrears since July 2022 and only one partial rent payment has been made since that date.

The Applicant stated 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 March 31, 2023 would be reasonable.

I find the Respondent in breach of their obligation to pay rent and find rent arrears of \$2,310. 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 \$2,310 and terminating the tenancy agreement on March 31, 2023 unless the rent arrears and the March 2023 rent in the total amount of \$2,655 has been paid in full. An eviction order shall be issued and will become effective on April 1, 2023 unless the rent arrears and the March 2023 rent in the total amount of \$2,655 have been paid on or before March 31, 2023.

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

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Hal Logsdon  
Rental Officer