

IN THE MATTER between **N.F.**, Applicant, and **C.L.**, 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:

N.F.

Applicant/Landlord

-and-

C.L.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 5, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: I.A., representing the Applicant

Date of Decision: April 5, 2023

REASONS FOR DECISION

The Applicant sent the Respondent a Notice of Attendance by email on March 10, 2023. The Respondent's email address was authorized for service of documents in the written tenancy agreement. The Respondent failed to appear at the hearing. In my opinion, it is reasonable to consider the notice served. The hearing was held in the absence of the Respondent.

The tenancy agreement between the parties was made for a one-year term commencing on July 1, 2021 and was renewed monthly on expiry. The monthly rent for the premises is currently \$2,100.

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 ledger in evidence which indicated a balance of rent owing as at April 1, 2023 in the amount of \$9,677. The ledger indicates the rent account has been in arrears since May 2022.

I find the ledger in order and find rent arrears of \$9,677. In my opinion, there are sufficient grounds to terminate the tenancy agreement, unless the rent arrears are promptly paid. The Applicant suggested that the arrears should be paid in full by July, 31, 2023. In my opinion, this date is reasonable.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$9,677 and terminating the tenancy agreement on July 31, 2023 unless the rent arrears (\$9,677) and the rents for May (\$2,100), June (\$2,100), and July (\$2,100) have been paid in full. An eviction order shall become effective on August 1, 2023, unless those amounts have been paid in full on or before July 31, 2023. Should the tenancy continue, the Respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer