

IN THE MATTER between **H.N.W.T.**, Applicant, and **M.B.**, 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:

**H.N.W.T.**

Applicant/Landlord

-and-

**M.B.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 5, 2023

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** P.S. representing the Applicant

M.B., Respondent

**Date of Decision:** April 5, 2023

**REASONS FOR DECISION**

The parties entered into a monthly tenancy agreement on June 17, 2015. The premises are subsidized public housing and the current monthly rent assessment is \$80. 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 lease balance statement in evidence that indicated a balance of rent owing as at February 1, 2023 in the amount of \$1,280. The Applicant testified that since that date the March rent (\$80) and April rent (\$80) had come due and no payments had been received, bringing the balance owing to \$1,440.

A previous order (file 17213, filed on May 25, 2021) terminated the tenancy agreement pursuant to section 41(4)(c) on June 10, 2021 and contained an eviction order to be effective on June 11, 2021. The Applicant stated that the eviction order had not been enforced and the tenancy reinstated when the Respondent paid the rent arrears in full in February 2022.

The Respondent did not dispute the allegations and stated that she understood her rent was being paid through social assistance. She stated that she would pay the arrears promptly.

The lease balance statement indicates that no rent payments whatsoever have been made since February 2022. The Applicant also provided five notices served on the Respondent since February 2022 regarding non-payment of rent and six statements indicating details of the overdue account. Clearly, the Applicant has taken adequate steps to make the Respondent aware of the overdue rent.

It is clear that the Respondent has made little or no effort to pay rent. In my opinion, there are sufficient grounds to terminate this tenancy and issue an eviction notice. Despite the Respondent's rather dismal record of paying rent, the Applicant sought termination of the tenancy, only if the rent arrears were not paid in full by April 30, 2023.

I find the lease balance statement in order and find rent arrears of \$1,440. An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$1,440 and terminating the tenancy agreement, unless those arrears are paid in full by April 30, 2023. An eviction order shall issue to become effective on May 1, 2023, unless the ordered rent arrears are paid on or before April 30, 2023. The Respondent shall also be ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer