

IN THE MATTER between **H.N.T.**, Applicant, and **S.P.**, 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 Hay River in the Northwest Territories.**

BETWEEN:

H.N.T.

Applicant/Landlord

-and-

S.P.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 9, 2023
Place of the Hearing: Yellowknife, NT via teleconference
Appearances at Hearing: A.S., representing the Applicant
Date of Decision: May 9, 2023

REASONS FOR DECISION

The Respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered on April 19, 2023. The Respondent failed to appear at the hearing and the hearing was held in their absence.

The tenancy agreement between the parties was monthly, made in writing, and commenced on September 13, 2019. The premises are subsidized public housing.

The application was filed on March 21, 2023. 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 from the premises.

A previous order (file #17727, filed on November 18, 2022) ordered the Respondent to pay repair costs of \$607.96 and to pay future rent on time. Another previous order (file #17892, filed on March 15, 2023) prohibited the Respondent from creating any disturbances and ordered the termination of the tenancy agreement on June 20, 2023 unless there were no disturbances of other tenants between March 15 and June 20, 2023.

The Applicant provided evidence that disturbances had occurred on March 30-31 and April 10-11, 2023 that had been reported by other tenants. The Applicant stated that they intend to enforce the previous termination order and have served notice on the Applicant in writing that the Applicant is in breach of the previous order and the tenancy agreement will terminate on June 20, 2023. A copy of the notice, dated April 24, 2023, was provided in evidence.

The Applicant provided a lease balance statement in evidence which indicated a balance owing of \$1,147.96. Of that amount, \$507.96 are repair costs, already considered in order #17727. The balance, \$640 are rent arrears. I find the statement in order and find rent arrears, not included in a previous order, to be \$640.

While I could consider issuing an order terminating the tenancy agreement pursuant to section 41(4)(c) of the Act, in my opinion, it is unnecessary due to the proximity of the termination date contained in the previous order and the intention of the Applicant to enforce that order, which they are certainly entitled to do.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$640. An order requiring payment of future rent on time is unnecessary as the Respondent has previously been ordered to do so.

Hal Logsdon
Rental Officer