

IN THE MATTER between **M.P.**, Applicant, and **J.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:

M.P.

Applicant/Landlord

-and-

J.B.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 13, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	J.B., representing the Applicant
<u>Date of Decision:</u>	June 13, 2023

REASONS FOR DECISION

This application was filed on March 21, 2023 with two others in the same style of cause, each for a separate rental premise. The matter was set for hearing on March 23, 2023. The Applicant was named as J.B./N.S.A. on each application. Although there are three rental premises involved and three separate tenancy agreements, the Applicant had maintained only one ledger, recording monthly rents, payments and late payment penalties. The matter was adjourned and the Applicant directed to provide separate ledgers for each of the rental premises. All three matters were rescheduled for hearing on June 13, 2023.

The Respondent was sent a Notice of Attendance by email on April 25, 2023. The Respondent failed to appear at the hearing. In my opinion, it is not unreasonable to deem the notice served on April, 28, 2023. The matter was heard in the absence of the Respondent.

The term tenancy agreement between the parties commenced on December 1, 2013 and has been renewed annually. The original tenancy agreement named J.B. as sole tenant. Some of the renewals name "N.A. c/o J.B." as tenant although all renewals refer to the original tenancy agreement. The Applicant testified that J.B. is the primary occupant of the premises. In my opinion, J.B. is the sole tenant of this tenancy agreement.

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, unless the alleged rent arrears were promptly paid. The Applicant provided a ledger in evidence which indicated a balance of rent owing as at June 13, 2023 in the amount of \$1,860. The applicant testified that since that date, no other transactions of rent have occurred.

I find the ledger in order and find the Respondent in breach of their obligation to pay rent. I find rent arrears of \$1,860. In my opinion, there are sufficient 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 \$1,860 and terminating the tenancy agreement on July 31, 2023, unless the rent arrears and the rent for July 2023 in the total amount of \$3,870 has been paid in full. The Respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer