

IN THE MATTER between **N.F.**, Applicant, and **K.E.F.**, 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-

K.E.F.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 30, 2023

Place of the Hearing: Yellowknife, NT via teleconference

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

K.E.F., Respondent

Date of Decision: May 30, 2023

REASONS FOR DECISION

The tenancy agreement between the parties was made for a one-year term commencing on March 1, 2021. The agreement became a monthly tenancy on expiry. The monthly rent for the premises is currently \$1,380.

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 arrears, terminating the tenancy agreement, and evicting the Respondent from the premises.

The Applicant provided a ledger in evidence which indicated a balance of rent and penalties for late rent as at May 28, 2023 of \$8,345. The ledger indicates that no rent payments have been made since December 2, 2022 and the last zero balance on the account was in September 2022.

The Respondent did not dispute the allegations. They stated that they had applied for assistance to pay the arrears and had been assured that assistance would be forthcoming but provided no evidence. They stated that they had been unable to find employment in their area of expertise.

A previous order (file #17413, filed on December 6, 2021) ordered the Respondent to pay rent arrears of \$3,961.81 and terminated the tenancy agreement on January 31, 2022 unless the rent was paid in full. The Respondent satisfied that order, avoiding termination of the tenancy. Another order (file #17725, filed on October 12, 2022) found a breach of the Respondent's obligation to pay rent on time and ordered rent be paid on time in the future.

I find the ledger in order and find the Respondent in breach of his obligation to pay rent and in breach of the previous order. In my opinion, there are adequate grounds to terminate this tenancy and issue an eviction order. The Applicant agreed to continue the tenancy provided the rent arrears and the June rent was paid in full on or before June 15, 2023.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$8,345 and shall terminate the tenancy agreement on June 15, 2023, unless the rent arrears and the June rent, totalling \$9,725 have been paid in full. An eviction order shall become effective on June 16, 2023, unless the rent arrears and June rent have been paid in full on or before June 15, 2023.

Hal Logsdon
Rental Officer