

IN THE MATTER between **HRMHPL**, Applicant, and **DL**, 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 **Janice Laycock**, Rental Officer, regarding a rental premises located within the **town of Hay River in the Northwest Territories**.

BETWEEN:

**HRMHPL**

Applicant/Landlord

-and-

**DL**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** June 7, 2023

**Place of the Hearing:** Yellowknife, Northwest Territories

**Appearances at Hearing:** TR, representing the Applicant

**Date of Decision:** June 7, 2023

### **REASONS FOR DECISION**

An application to a rental officer made by HRMHPL as the Applicant/Landlord against DL as the Respondent/Tenant was filed by the Rental Office April 24, 2023. The application was made regarding a residential tenancy agreement for a rental premises located in Hay River, Northwest Territories. The filed application was deemed served on the Respondent by email on May 27, 2023.

The Applicant claimed the Respondent had failed to pay rent when due and had accumulated significant rental arrears. An order was sought for payment of rental arrears, termination of the tenancy agreement, and eviction.

A hearing was held on June 7, 2023, by teleconference. TR appeared representing the Applicant. The Respondent did not appear, nor did anyone appear on their behalf. As the Respondent failed to appear after receiving sufficient notice of the hearing, the hearing proceeded in their absence, as provided for under subsection 80(2) of the *Residential Tenancies Act* (the Act).

#### *Tenancy agreement*

Evidence was provided establishing a residential tenancy agreement for land for a mobile home located in a mobile home park commencing on October 1, 2019, and continuing month to month. The rent for the mobile home lot was \$260 per month until September 2022, and is currently \$300 per month.

I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Rental arrears*

The Applicant provided, as evidence, a statement dated April 17, 2023. This statement represents the Landlord's accounting of monthly rents and payments made against the Respondent's account. According to the statement, the Respondent had no rental arrears in May 2021, but after only paying partial rent for June of 2021, and no payment since then they owed \$6,050 in April 2023. The Applicant testified that no rent had been paid for May or June and the Respondent now owes \$6,650.

### *Termination and eviction*

The Applicant provided evidence and testimony that the Respondent has not paid any rent since they made a partial payment in June 2021. This is despite notices from the Landlord dated August 8, 2022 and November 15, 2022. I am satisfied that termination of the tenancy agreement and eviction are justified and will order termination of the tenancy agreement on June 30, 2023 and eviction to follow on July 1, 2023.

I encourage the Respondent to remove their possessions from the lot (rental premises). If they do not, the Applicant may consider the property abandoned and deal with it as provided for under section 64 of the Act.

### *Orders*

An order will issue:

- requiring the Respondent to pay rental arrears owing in the amount of \$6,650 (p. 41(4)(a));
- terminating the tenancy agreement on June 30, 2023 (p. 41(4)(c)); and
- evicting the Respondent from the rental premises on or after July 1, 2023 (p. 63(4)(a)).

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Janice Laycock  
Rental Officer