

IN THE MATTER between **H.N.T.**, Applicant, and **E.R. and J.K.**, Respondents.

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 **community of Deline in the Northwest Territories**.

BETWEEN:

**H.N.T.**

Applicant/Landlord

-and-

**E.R. AND J.K.**

Respondents Tenants/

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>August 1, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>D.T., representing the Applicant</b>
<b><u>Date of Decision:</u></b>	<b>August 1, 2023</b>

**REASONS FOR DECISION**

The application was filed on June 5, 2023 and the Respondents were personally served with Notices of Attendance on July 14, 2023. The Respondents failed to appear at the hearing and the hearing was held in their absence.

The monthly tenancy agreement between the parties was made in writing and commenced on July 12, 2022. The monthly rent is \$1,610 and the Applicant holds a security deposit of \$1,610. The Applicant alleged that the Respondents had breached the tenancy agreement by failing to pay the monthly rent and sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents.

The Applicant provided a lease balance statement in evidence which indicated a balance owing as at July 1, 2023 of \$14,013.81. The Applicant testified that since that date the August rent of \$1,610 had come due and no payments had been received, bringing the balance owing to \$15,623.81.

The ledger contains a charge of \$128.81, posted on March 15, 2023, to unlock the door to the premises when the Respondents had locked themselves out of the unit. The remaining balance represents unpaid rent. The ledger indicates that the account has been in arrears for most of the term and that rent payments are irregular and usually insufficient to cover the monthly rent.

I find the ledger in order and find rent arrears of \$15,495 and charges for a call out of \$128.81. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the outstanding rent and lock out charges are promptly paid.

An order shall issue requiring the Respondents to pay the Applicant rent arrears of \$15,495 and call out charges of \$128.81. The tenancy agreement shall be terminated by order on August 18, 2023, unless the rent arrears and call out charges, totalling \$15,623.81 have been paid in full. An eviction order shall become effective on August 19, 2023, unless the termination order is satisfied on or before August 18, 2023. Should the tenancy continue, the Respondents are also ordered to pay future rent on time.

---

Hal Logsdon  
Rental Officer