

IN THE MATTER between **H.N.T.**, Applicant, and **J.F.M.**, 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 **community of Deline in the Northwest Territories**.

BETWEEN:

**H.N.T.**

Applicant/Landlord

-and-

**J.F.M.**

Respondent /Tenant

**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 Respondent was personally served with a Notice of Attendance on July 14, 2023. The Respondent 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 October 1, 2015. The premises are subsidized public housing. The Applicant alleged that the Respondent had breached the tenancy agreement by failing to pay the monthly rent and sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at July 1, 2023 of \$815. The Applicant testified that since that date the August rent of \$140 had come due and no payments had been received, bringing the balance owing to \$955.

The ledger indicates that the account was in good standing in November 2022 but only two rent payments have been made since that date. The Respondent has not paid any rent since February 2023.

I find the ledger in order and find rent arrears of \$955. In my opinion, there are sufficient grounds to terminate the tenancy agreement, unless the outstanding rent is promptly paid.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$955. The tenancy agreement shall be terminated by order on August 18, 2023, unless the rent arrears of \$955 have been paid in full. An eviction order shall become effective on August 19, 2023, unless the rent arrears have been paid in full on or before August 18, 2023. Should the tenancy continue, the Respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer