

IN THE MATTER between **HNT**, Applicant, and **TB**, 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:

HNT

Applicant/Landlord

-and-

TB

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	August 15, 2023
<u>Place of the Hearing:</u>	Yellowknife, Northwest Territories
<u>Appearances at Hearing:</u>	DT, representing the Applicant
<u>Date of Decision:</u>	September 9, 2023

REASONS FOR DECISION

The application was filed on July 5, 2023, and set for hearing on August 15, 2023. The Respondent was personally served with a notice of attendance on July 14, 2023, but failed to appear at the hearing. The hearing was held in their absence.

The written tenancy agreement between the parties was monthly and commenced on August 24, 2015. The premises are subsidized public housing.

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.

The Applicant provided a lease balance statement in evidence which indicated a balance of rent owing as of August 1, 2023, in the amount of \$10,645. The Applicant testified that no additional payments had been received since that date. The statement indicates that the rent account has been in arrears since June 2022 and that only one payment of rent has been paid since July 2022.

I find the statement in order and find the Respondent in breach of their obligation to pay rent. I find rent arrears of \$10,645. 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 \$10,645 and terminating the tenancy agreement on October 15, 2023, unless the rent arrears and the rents for September and October 2023 are paid on or before that date. An eviction order shall become effective on October 16, 2023, unless the rent arrears and the rents for September and October 2023 are paid on or before October 15, 2023.

Should the tenancy agreement continue, the Respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer