

IN THE MATTER between **HNT**, Applicant, and **DN and KG**, 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 **hamlet of Ulukhaktok in the Northwest Territories**

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**DN and KG**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** August 15, 2023

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

**Appearances at Hearing:** SK, representing the Applicant  
KJ, representing the Applicant

**Date of Decision:** September 13, 2023

**REASONS FOR DECISION**

The application was filed on June 7, 2023, and set for hearing on August 15, 2023. The Respondents were personally served with notices of attendance on June 26, 2023, but failed to appear at the hearing. The hearing was held in their absence.

The monthly tenancy agreement between the parties was made in writing and commenced on November 10, 2023. The premises are subsidized public housing.

The Applicant alleged the Respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the Respondents to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondents from the premises.

The Applicant provided a lease balance statement in evidence that indicated a balance of rent as at August 1, 2023, of \$1,394.90. The Applicant stated that no further payments had been received since that date.

Rental Office Order #15463 dated July 12, 2017, required the Respondents to pay rent arrears and to pay future rent on time. Those arrears have been paid in full.

The Applicant withdrew the request to terminate the tenancy agreement in favour of an order to pay the rent arrears in monthly payments of \$375 plus the monthly assessed rent.

I find the ledger in order and find the Respondents in breach of their obligation to pay rent. I find the rent arrears to be \$1,394.90. An order shall issue requiring the Respondents to pay the rent arrears in monthly payments of no less than \$375, payable no later than the last business day of every month until the rent arrears are paid in full. The first payment shall be due no later than September 29, 2023. The Respondents are also ordered to pay the monthly assessed rent on time every month.

Should the Respondents fail to pay the ordered arrears in accordance with this order or fail to pay the monthly rent on time, the Applicant may file an application requesting the full lump sum payment of any existing balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer