

IN THE MATTER between **L.K.**, Applicant, and **H.D.**, 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,

BETWEEN:

L.K.

Applicant/Landlord

-and-

H.D.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 21, 2023

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: R.H., representing the Applicant

H.D., Respondent

Date of Decision: November 21, 2023

REASONS FOR DECISION

The tenancy monthly tenancy agreement was made in writing and commenced on July 1, 2022. The monthly rent for the premises is \$1400. The style of the tenancy agreement is somewhat different than the names of the parties noted in the Application. The Applicant testified that the incorporated name of the Applicant should be used, rather than the names of the shareholders which appeared on the tenancy agreement. Similarly, the Respondent stated that H.D. was her commonly used name although both H.D. and H.A. appear on the tenancy agreement.

The Applicant stated that the premises were contained in a residential complex containing four residential apartments, some of which were rented to staff of the hotel owned by the Applicant. The complex is not used as hotel accommodation. 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 rent arrears, terminating the tenancy agreement and evicting the Respondent.

The Applicant served a "notice of eviction" on the Respondent dated October 16, 2023 seeking vacant possession on October 31, 2023 due to non-payment of rent. The application was filed on November 1, 2023.

The Applicant provided a statement of the rent account which indicated a balance of rent owing as at September 30, 2023 in the amount of \$10,500. The Applicant testified that since that date, the October and November rent had come due and no payments had been received, bringing the balance owing to \$13,300.

The Respondent did not dispute the allegation. She stated that she was seeking financial assistance and would pay the arrears when the assistance was provided but provided little detail of her efforts to obtain assistance or the status of any efforts to obtain assistance. The Respondent stated that she had asked the landlord on several occasions to provided her with a statement of the rent account but received no information. Messages between the parties, provided in evidence by the Applicant, indicated that the Applicant had provided a statement of account to the Respondent in January, 2023 and notified her again in February of the account balance following her inquiry.

I find the Respondent in breach of her obligation to pay rent arrears of \$13,300. The rent account has been in arrears since the commencement of the tenancy and no rent whatsoever

has been paid since April, 2023. Although the rent statement indicates that the Respondent did significantly reduce the balance owing in March and April, she has made no payments since. In my opinion, there are reasonable grounds to terminate the tenancy agreement and issue an eviction order.

An order shall issue requiring the Respondent to pay the Applicant rent arrears in the amount of \$13,300 and terminating the tenancy agreement on December 14, 2023. An eviction order shall become effective on December 15, 2023.

Hal Logsdon
Rental Officer