

IN THE MATTER between **N.R.**, Applicant, and **R.S.**, 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:

N.R.

Applicant/Landlord

-and-

R.S.

Respondent/Tenant

REASONS FOR DECISION

<u>Date of the Hearing:</u>	December 12, 2023
<u>Place of the Hearing:</u>	Yellowknife, NT via teleconference
<u>Appearances at Hearing:</u>	C.C., representing the Applicant
	R.S., Respondent
<u>Date of Decision:</u>	December 14, 2023

REASONS FOR DECISION

The tenancy agreement between the parties was made for a one-year term commencing on November 1, 2020 and renewed monthly on expiry. The current rent for the premises is \$2614 and the Respondent has paid a security deposit of \$1250.

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.

A previous order (file 17580, filed on July 6, 2022) ordered the Respondent to pay rent arrears of \$7170 and terminated the tenancy agreement on December 31, 2022 unless the rent arrears and monthly rents for July-December were paid in full. Although the Respondent failed to satisfy the order, the Applicant did not enforce the eviction order and the tenancy has continued.

The Applicant provided a ledger in evidence showing rents, payments and penalties for late rent and indicating a balance of rent and penalties owing as at December 8, 2023 of \$13,657.68. The Respondent stated that they had made a payment of \$2000 on December 9, 2023 that did not appear on the ledger. The Respondent was provided an opportunity to submit proof of payment after the hearing but later acknowledged that they had been mistaken.

Since the last order was filed, the ledger indicates that rents totalling \$49,520.68 have come due. This includes a rent credit extended by the Applicant for the COVID evacuation. Penalties for late rent totalling \$370 have also been applied. I find the penalties in compliance with the regulations. The Respondent has paid a total of \$36,850, resulting in a balance of arrears since the last order of \$5870.68. An order shall issue requiring the Respondent to pay this amount.

I note that the Applicant's ledger does not show the balance of \$7170 which was found at the previous hearing and reflected in the last order. The Applicant was unable to explain the discrepancy. Adding the rent arrears previously ordered to the arrears which have accrued since that order was issued, results in a total balance of rent arrears of \$13,040.68.

I find the Respondent in breach of their obligation to pay rent and find rent arrears of \$13,040.68. An order shall issue requiring the Respondent to pay rent arrears which have accrued since July, 2022 in the amount of \$5870.68. The previous order applies to the earlier arrears.

The Respondent set out a payment plan that would retire the total rent arrears and stated that she would be able to pay the monthly rent plus the total amount of the arrears by the end of April, 2024. The Applicant was willing to continue the tenancy if the account was current by April 30,

2024. Rather than set out a detailed payment plan in an order, in my opinion, it is reasonable to order the termination of the tenancy agreement on May 1, 2024 unless the total rent arrears of \$13,040.68 and the rents for January, February, March and April, 2024 have been paid in full.

An order shall issue requiring the Respondent to pay the Applicant rent arrears of \$5870.68 and terminating the tenancy on May 1, 2024 unless the total rent arrears of \$13,040.68 and the rents for January, February, March and April, 2024 have been paid in full.

Hal Logsdon
Rental Officer