

IN THE MATTER between **RAHUL KHOSLA**, Applicant, and **NORM BYATT**,
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 the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

RAHUL KHOSLA

Applicant/Landlord

- and -

NORM BYATT

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of nine hundred fifty dollars (\$950.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of
November, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **RAHUL KHOSLA**, Applicant, and **NORM BYATT**,
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:

RAHUL KHOSLA

Applicant/Landlord

-and-

NORM BYATT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 24, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rahul Khosla, applicant (by telephone)
Norm Byatt, respondent

Date of Decision: November 24, 2005

REASONS FOR DECISION

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 and to pay future rent on time. The applicant testified that the respondent had failed to pay the November, 2005 rent in the amount of \$950.

The respondent did not dispute the allegations but did note that he felt the parties had agreed to some degree of grace concerning the due date of the rent. He admitted that the November rent was overdue.

I note that this agreement is verbal in nature and the degree of grace provided for the monthly rent payment is not entirely clear. However, both parties agree that the November rent is overdue.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$950. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$950 and to pay future rent on time.

Hal Logsdon
Rental Officer