

IN THE MATTER between **902800 NWT LTD.**, Applicant, and **ERNIE ABEL**,
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:

902800 NWT LTD.

Applicant/Landlord

- and -

ERNIE ABEL

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. 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 7th day of
December, 2006.

Hal Logsdon
Rental Officer

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Applicant/Landlord

-and-

ERNIE ABEL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 28, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Michael Henry, representing the applicant
Ernie Abel, respondent

Date of Decision: November 28, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the rent on the days it was due. The applicant stated that all outstanding rent had been paid since the application was filed and withdrew the request for an order terminating the tenancy in favour of an order requiring the respondent to pay future rent on time.

The applicant testified that the tenancy agreement between the parties required the monthly rent to be paid in advance.

The respondent did not dispute the allegations.

I find the respondent in breach of his obligation to pay the monthly rent on time. An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer