

IN THE MATTER between **AB**, Applicant, and **CD**, 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:

**AB**

Applicant/Landlord

-and-

**CD**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>January 11, 2018</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>HC, representing the applicant</b>
<b><u>Date of Decision:</u></b>	<b>January 11, 2018</b>

**REASONS FOR DECISION**

The respondent was served with a filed application and a Notice of Attendance by email on October 24, 2017. The respondent failed to appear at the hearing and the hearing was held in his absence.

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 withdrew their request for an order terminating the tenancy agreement and evicting the respondent and sought only an order requiring the respondent to pay future rent on time.

The written tenancy agreement between the parties sets out a monthly rent of \$2185 and requires the rent to be paid on the first day of every month. A resident ledger, provided in evidence by the applicant, indicates that the rent has repeatedly been paid late.

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

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Hal Logsdon  
Rental Officer