

IN THE MATTER between **XY**, Applicant, and **BC**, 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:

**XY**

Applicant/Landlord

-and-

**BC**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 28, 2018

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** AB, representing the applicant

**Date of Decision:** February 28, 2018

**REASONS FOR DECISION**

The respondent was personally served with a filed application and Notice of Attendance on February 14, 2018 but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it was due. The applicant stated that since the application was filed, the respondent had paid the rent in full and now enjoyed a credit balance on the account. The applicant withdrew their request for an order terminating the tenancy agreement and evicting the respondent in favour of an order requiring the respondent to pay future rent on time.

The applicant provided a copy of the tenancy agreement between the parties which required payment of the monthly rent in advance on the first day of every month. A copy of the lease balance statement, provided by the applicant in evidence, indicated that the monthly rent had frequently been paid late.

I find the statement in order and find the respondent in breach of his obligation to pay 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