

IN THE MATTER between **F.P.**, Applicant, and **W.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:

**F.P.**

Applicant/Landlord

-and-

**W.S.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 13, 2019

**Place of the Hearing:** Fort Providence, NT via teleconference

**Appearances at Hearing:** A.G., representing the applicant  
W.S, respondent

**Date of Decision:** March 13, 2019

**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, terminating the tenancy agreement and evicting the respondent.

The tenancy agreement between the parties was made for a term ending on June 30, 2019 however the agreement was not signed by either party. Notwithstanding the absence of an executed written agreement, I am satisfied that a verbal tenancy agreement exists as the tenant has been in possession for quite some time and the respondent has been charging and collecting rent. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$60. The applicant testified that the rent arrears had been reduced since the application was made and withdrew the request for an order terminating the tenancy agreement and eviction.

The respondent did not dispute the allegations.

I find the statement in order and find the respondent in breach of their obligation to pay rent. I find the rent arrears to be \$60.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$60 and to pay future rent on time.

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Hal Logsdon  
Rental Officer