IN THE MATTER between **F.P.**, Applicant, and **A.B.**, 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-

A.B.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 13, 2019

<u>Place of the Hearing</u>: Fort Providence. NT via teleconference

Appearances at Hearing: A.G., representing the applicant

A.B., respondent

Date of Decision: March 13, 2019

REASONS FOR DECISION

The tenancy agreement between the parties was made for a term ending on June 30, 2019. The premises are subsidized public housing.

The applicant alleged that the respondent had failed to pay rent and sought an order requiring the respondent to pay the rent arrears, terminating the tenancy agreement and evicting the respondent. At the hearing, the applicant stated that since the application was filed, the rent arrears had been paid in full. The applicant withdrew the request to terminate the tenancy agreement in favour of an order requiring the respondent to pay future rent on time.

The applicant provided a statement of the rent account in evidence. The statement indicates that at the time the application was filed, the rent account was in arrears in the amount of \$299.49 but since that time the rent has been paid in full and a credit balance of \$90.51 exists.

The respondent did not dispute the allegations.

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

Hal Logsdon Rental Officer