

IN THE MATTER between **KN and MN**, Applicants, and **EL**, 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:

**KN and MN**

Applicants/Landlords

-and-

**EL**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 20, 2020</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, Northwest Territories</b>
<b><u>Appearances at Hearing:</u></b>	<b>KN, Applicant MN, Applicant</b>
<b><u>Date of Decision:</u></b>	<b>October 20, 2020</b>

**REASONS FOR DECISION**

The Respondent was served with a notice of attendance sent by email but failed to appear at the hearing. The hearing was held in their absence.

The parties entered into a written monthly tenancy agreement on July 15, 2018.

The application was filed on August 12, 2020, alleging that the Respondent had breached the tenancy agreement by failing to pay rent and utilities. At the hearing, the Applicants withdrew their request for an order requiring payment of the arrears and termination of the tenancy, stating that the arrears had been paid in full. The Applicants sought only an order requiring the monthly rent be paid on time.

The Applicants provided an accounting of rent and utilities that indicated a balance of rent owing as at July 22, 2020, of \$805.

I am satisfied that the Respondent breached the tenancy agreement by failing to pay the full amount of rent. An order requiring the Respondent to pay future rent on time shall be issued.

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Hal Logsdon  
Rental Officer