

IN THE MATTER between **N.F.**, Applicant, and **M.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, regarding a rental
premises located within the **city of Yellowknife in the Northwest Territories**.

BETWEEN:

N.F.

Applicant/Landlord

-and-

M.S.

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 29, 2022

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: R.P., representing the Applicant

M.S., Respondent

Date of Decision: November 29, 2022

REASONS FOR DECISION

The tenancy agreement between the parties was originally a joint agreement but was assigned to the Respondent as sole tenant on September 18, 2017.

The Application was filed on June 24, 2022 alleging the Respondent had breached the tenancy agreement by failing to pay rent and seeking an order for the rent arrears and termination of the tenancy agreement. At hearing, the Applicant stated that the rent had been paid in full and withdrew their request for termination of the tenancy in favour of an order to pay future rent on time. The Applicant provided a rent ledger in evidence.

The rent ledger indicates that the rent account is current with a zero balance. The ledger indicates that the account has frequently been in arrears during the term of the agreement. A copy of the tenancy agreement, provided in evidence, requires the monthly rent to be paid on the first day of each month. The Respondent did not dispute that the account has been in arrears.

I find the Respondent has been in breach of her obligation to pay rent on the days it is due during the term of the tenancy agreement.

An order requiring the Respondent to pay future rent on time shall issue.

Hal Logsdon
Rental Officer