

IN THE MATTER between **N.T.H.C.**, Applicant, and **A.L.**, 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 **hamlet of Fort Resolution in the Northwest Territories**.

BETWEEN:

**N.T.H.C.**

Applicant/Landlord

-and-

**A.L.**

Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>February 7, 2023</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>M.U., representing te Applicant</b>
<b><u>Date of Decision:</u></b>	<b>February 7, 2023</b>

**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 and terminating the tenancy agreement.

The application was filed on January 4, 2023 and set for hearing on February 7, 2023. The Respondent was served with a Notice of Attendance, sent by registered mail and confirmed delivered. The Respondent failed to appear at the hearing and the matter was held in his absence.

The tenancy agreement between the parties was monthly and commenced in April 2012. The premises are subsidized public housing.

A lease balance statement, provided in evidence, indicates that the rent account was in arrears at the time of the application and had been in arrears for seven months prior to the hearing. However, at the time of the hearing the account had a credit balance.

The Applicant withdrew their request for an order terminating the tenancy agreement in favour of an order requiring the Respondent to pay future rent on time.

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

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Hal Logsdon  
Rental Officer