

IN THE MATTER between **H.N.T.**, Applicant, and **C.F.**, 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 **community of Deline in the Northwest Territories**.

BETWEEN:

**H.N.T.**

Applicant/Landlord

-and-

**C.F.**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 1, 2023

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** D.T., representing the Applicant  
C.F., Respondent

**Date of Decision:** August 1, 2023

**REASONS FOR DECISION**

The written tenancy agreement between the parties was monthly and commenced on December 22, 2021. The premises are subsidized public housing.

The Application was filed on June 5, 2023. A lease balance statement, provided in evidence with the application indicated a balance of rent owing in the amount of \$6,465. The Applicant alleged that the Respondent had breached their obligation to pay rent and sought an order requiring the Respondent to pay the alleged rent arrears, terminating the tenancy agreement, and evicting the Respondent.

On July 28, 2023, the Applicant filed an updated lease balance statement indicating that the rent arrears had been paid in full and the Respondent now enjoyed a credit balance of \$1,110. At the hearing, the Applicant testified that the August rent of \$790 had come due bringing the credit balance to \$310. The Applicant withdrew their request for an order terminating the tenancy agreement in favour of an order to pay future rent on time.

The Respondent did not dispute the allegation that the rent had not been previously paid in full and confirmed the current credit balance of \$310.

I find the Respondent breached the tenancy agreement by failing to pay rent on the days it was due. An order to pay future rent on time shall issue.

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Hal Logsdon  
Rental Officer