

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MARC CASAWAY**, 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 the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

MARC CASAWAY

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of March, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **MARC CASAWAY**, 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:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

MARC CASAWAY

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: March 12, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Leslie Cole, representing the applicant

Date of Decision: March 12, 2002

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on March 3, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant testified that since the application was made, the respondent had paid all outstanding rent. The applicant withdrew their request for an order for rent arrears and termination of the tenancy agreement in favour of an order requiring the respondent to pay future rent on time.

A copy of the tenancy agreement, provided as evidence by the applicant indicates that rent has not been paid on time on numerous occasions. I find the respondent in breach of his obligations under the tenancy agreement and the Act.

Although I have previously ordered the respondent to pay rent on time, I shall do so again. Hopefully the respondent will understand that rent is due in accordance with the provisions of the tenancy agreement and to fail to pay it on those dates is a breach of his obligation.

Hal Logsdon
Rental Officer