

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **RICHARD SHUSHACK**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

RICHARD SHUSHACK

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 16th day of October,
2008.

Hal Logsdon
Rental Officer

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and **RICHARD SHUSHACK**, Respondent.

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BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

RICHARD SHUSHACK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 14, 2008**

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

Appearances at Hearing: **Gwen Monahan, representing the applicant**

Date of Decision: **October 14, 2008**

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. The respondent was also contacted by e-mail and advised of the date, time and place of the hearing. The respondent indicated by return e-mail that he had received the message and would attend the hearing. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had failed to pay the rent on the days it was due and sought an order requiring the respondent to pay future rent on time. The applicant stated that all rent arrears had been paid in full and withdrew the request to terminate the tenancy agreement by order.

The applicant provided a copy of the tenancy agreement and a copy of the rent ledger in evidence. The tenancy agreement obligates the tenant to pay the monthly rent in advance and the ledger indicates that the rent has not always been paid on time.

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

Hal Logsdon
Rental Officer