IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**, Applicant, and **DON PIERRIOT**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT RESOLUTION**, **NT**.

BETWEEN:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

- and -

DON PIERRIOT

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 13th day of February, 2015.

Hal Logsdon Rental Officer IN THE MATTER between **FORT RESOLUTION HOUSING AUTHORITY**, Applicant, and **DON PIERRIOT**, 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:

FORT RESOLUTION HOUSING AUTHORITY

Applicant/Landlord

-and-

DON PIERRIOT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2015

Place of the Hearing: Yellowknife, NT via teleconference

Appearances at Hearing: Elizabeth-Ann McKay, representing the applicant

Don Pierriot, respondent

Date of Decision: February 3, 2015

- 2 -

REASONS FOR DECISION

The application was filed on December 9, 2014 alleging non-payment of rent and seeking

termination of the tenancy agreement and an eviction order. The applicant stated that since the

application was filed the respondent has paid all of the rent arrears and currently enjoys a credit

balance. The applicant withdrew their request for termination in favour of an order requiring the

respondent to pay the monthly rent on time in the future.

The applicant provided a statement of the rent account and the tenancy agreement in evidence.

The tenancy agreement between the parties obligates the tenant to pay the monthly rent on the

first day of every month and the statement clearly indicates that the rent has been late on several

occasions.

The respondent did not dispute that the rent had not always been paid on time.

I find the respondent has breached his obligation to pay the rent on the days it is due. An order

shall issue requiring the respondent to pay future rent on time.

Hal Logsdon

Rental Officer