

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARK LEYDEN AND ERVAN MCCAULEY AND JARED MENARD AND MICHAEL BRANDL**, Respondents;

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:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

**MARK LEYDEN AND ERVAN MCCAULEY AND JARED MENARD
AND MICHAEL BRANDL**

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

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

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of May, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **MARK LEYDEN AND ERVAN MCCAULEY AND JARED MENARD AND MICHAEL BRANDL**, Respondents.

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**MARK LEYDEN AND ERVAN MCCAULEY AND JARED MENARD
AND MICHAEL BRANDL**

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 12, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Jared Menard, respondent

Date of Decision: May 12, 2005

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent on time. The applicant stated that the respondents had paid all outstanding rent and withdrew the request for an order terminating the tenancy agreement. The applicant sought only an order requiring the respondents to pay future rent on time.

The rent statement, provided in evidence by the applicant, indicated that the rent had not always been paid monthly in advance as required by the written tenancy agreement between the parties.

The respondent did not dispute the allegations.

I find the respondents have breached the tenancy agreement by failing to pay rent on the days it is due. An order shall issue requiring the respondents to pay future rent on time.

Hal Logsdon
Rental Officer