

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **WALTER GOOSE AND KIM BANKSLAND**, 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 -

WALTER GOOSE AND KIM BANKSLAND

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

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

WALTER GOOSE AND KIM BANKSLAND

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 12, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Kim Banksland, 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 since the application was filed, the respondents had paid all outstanding rent. The applicant withdrew the request for an order terminating the tenancy agreement and sought only an order requiring the respondent 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 but stated that she was receiving income support and that the benefits for rent were not always made available to her before the rent was due.

The tenancy agreement obligates the tenant to pay rent monthly in advance. 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. I suggest the respondent discuss the matter with her income support worker to ensure timely payment of the rent is achieved.

Hal Logsdon
Rental Officer