

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KEITH MCGILLIRRAY AND GARRETT WAYENBERG**, 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 -

KEITH MCGILLIRRAY AND GARRETT WAYENBERG

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 14th day of May, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **KEITH MCGILLIRRAY AND GARRETT WAYENBERG**, Respondents.

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

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-and-

KEITH MCGILLIRRAY AND GARRETT WAYENBERG

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	May 12, 2005
<u>Place of the Hearing:</u>	Yellowknife, NT
<u>Appearances at Hearing:</u>	Lucy Gillard, representing the applicant
<u>Date of Decision:</u>	May 12, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance by registered mail sent to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had failed to pay the rent on the days it was due and sought an order requiring the respondents to pay future rent on time. The applicant stated that the respondents had paid all rent arrears and withdrew the request to terminate the tenancy agreement. The applicant provided a statement of the rent account and the tenancy agreement in evidence.

The written tenancy agreement between the parties obligated the tenants to pay rent monthly in advance. The rent statement indicated that the rent had not always been paid on time.

I find the respondents in breach of his obligation 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