

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **AL JOHN CATHOLIQUE**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

AL JOHN CATHOLIQUE

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 23rd day of June,
2005.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

AL JOHN CATHOLIQUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 14, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: June 14, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail, confirmed delivered, but failed to appear at the hearing. The hearing was held in his absence.

The applicant stated that since the application was filed, all rent has been paid in full. The applicant stated that the alleged disturbance was minor in nature and withdrew the request for an order terminating the tenancy agreement. The applicant sought only an order requiring the respondent to pay future rent on time.

The tenancy agreement between the parties requires that the rent be paid monthly in advance and the rent statement provided in evidence by the applicant indicates that rent has not always been paid in accordance with the tenancy agreement.

I find the respondent in breach of his obligation to pay rent in accordance with the tenancy agreement. An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer