

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,  
and **BRUCE CORNOCK**, 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:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

- and -

**BRUCE CORNOCK**

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 24th day of August,  
2005.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,  
and **BRUCE CORNOCK**, Respondent.

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

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BETWEEN:

**MIDWEST PROPERTY MANAGEMENT**

Applicant/Landlord

-and-

**BRUCE CORNOCK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** August 23, 2005

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Launa Patrick, representing the applicant  
Robert Wells, representing the applicant

**Date of Decision:** August 23, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant stated that since the application was filed the rent had been paid in full. The applicant withdrew the request for an order terminating the tenancy agreement in favour of an order requiring the respondent to pay future rent on time.

The applicant provided a statement of the rent account which indicated that the rent had not always been paid on the first day of each month in accordance with the written tenancy agreement between the parties.

I find the tenant in breach of his obligation to pay rent on the days it is due. An order shall issue requiring the respondent to pay future rent on time.

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Hal Logsdon  
Rental Officer