

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **CHEYENNE TIZYA AND NATHANIEL WILLIACY**, 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 -

CHEYENNE TIZYA AND NATHANIEL WILLIACY

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 13th day of April, 2006.

Hal Logsdon
Rental Officer

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NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

CHEYENNE TIZYA AND NATHANIEL WILLIACY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 11, 2006
Place of the Hearing: Yellowknife, NT
Appearances at Hearing: Krista Cooper, representing the applicant
Date of Decision: April 11, 2006

REASONS FOR DECISION

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

The applicant filed additional evidence concerning alleged disturbances with the rental officer on April 5, 2006 and served the documents on the respondents by registered mail on April 6, 2006.

At the time of the hearing there was no confirmation that the documents had been received by the respondents. As they were not mailed to the respondents at least 7 days prior to the hearing, they can not be deemed served pursuant to section 71(2) of the *Residential Tenancies Act*.

Consequently, I am unable to consider this additional evidence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant testified that since the application was filed, the respondents had paid all the outstanding rent arrears. The applicant withdrew their request for monetary relief and termination of the tenancy and sought an order requiring the respondents to pay future rent on time. The applicant provided a statement of the rent account in evidence.

I find the respondents in breach of their 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