

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **EDITH MACK**, Respondent;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

EDITH MACK

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 13th day of
December, 2012.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **EDITH MACK**, 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.

BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

EDITH MACK

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 29, 2012

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shelley Longhurst, representing the applicant

Date of Decision: November 29, 2012

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing there was no confirmation of receipt but the respondent was provided with a notice from Canada Post that a registered item was available for pick-up. The respondent did not appear at the hearing. In my opinion, it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*. The hearing was held in the absence of the respondent.

The applicant alleged that the respondent had breached the tenancy agreement by repeatedly paying the rent late. The applicant sought an order evicting the respondent if the rent was paid late again.

The applicant provided a statement of the rent account in evidence indicating dates on which rent was paid. Although no tenancy agreement was provided in evidence, the applicant testified that the monthly rent was due in advance on the first day of each month.

It is clear from the statement that the rent has repeatedly been paid late. There are currently no arrears of rent.

A termination order or eviction order can not be issued without an effective date. It is not possible to issue an eviction order to be effective on the future breach of an obligation.

An order requiring the respondent to pay future rent on time shall be issued.

Hal Logsdon
Rental Officer