

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **JARAH SOAIR**, 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 REIT**

Applicant/Landlord

- and -

**JARAH SOAIR**

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 10th day of July, 2002.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **JARAH SOAIR**, 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:

**NORTHERN PROPERTY REIT**

Applicant/Landlord

-and-

**JARAH SOAIR**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 9, 2002

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

**Appearances at Hearing:** Sharon Hysert, representing the applicant

**Date of Decision:** July 9, 2002

**REASONS FOR DECISION**

The applicant indicated that since the application was made the company name had been changed to Northern Property REIT, and that the new company wished to continue the proceeding in that name.

The respondent was served with a Notice of Attendance on June 25, 2002 but failed to appear at the hearing. The hearing was held in his absence.

The applicant indicated that since the application was made the rent had been paid in full. The applicant withdrew the request for an order terminating the tenancy agreement and sought only an order requiring the respondent to pay future rent on time.

The tenant ledger, submitted as evidence, indicates that the rent has been paid late in the past.

The written tenancy agreement between the parties obligates the respondent to pay the monthly rent in advance.

I find the respondent has breached the tenancy agreement by failing to pay the rent on the days it is due. An order shall be issued requiring the respondent to pay future rent on time.

---

Hal Logsdon  
Rental Officer