

IN THE MATTER between **NORTHERN PROPERTY REIT**, Applicant, and **BEN LYNCH**, 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 -

BEN LYNCH

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 25th day of September, 2003.

Hal Logsdon
Rental Officer

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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-

BEN LYNCH

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 24, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant
Ben Lynch, respondent

Date of Decision: September 24, 2003

REASONS FOR DECISION

The applicant stated that since the application was filed, the respondent had paid all outstanding arrears. The applicant withdrew the request for an order terminating the tenancy and sought only an order requiring the respondent to pay future rent on time.

The respondent did not dispute the allegation that the rent had not been paid on time in the past. The tenancy agreement requires that the tenant pay rent in advance on the first day of each month.

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

Hal Logsdon
Rental Officer