

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **TODD HURLEY AND TEGAN MARSH**, 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 LIMITED PARTNERSHIP

Applicant/Landlord

- and -

TODD HURLEY AND TEGAN MARSH

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 11th day of June,
2008.

Hal Logsdon
Rental Officer

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NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

TODD HURLEY AND TEGAN MARSH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **June 10, 2008**

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

Appearances at Hearing: **Julia O'Brien, representing the applicant**

Date of Decision: **June 10, 2008**

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises. The application, which was served in the same manner was confirmed delivered. The applicant testified that the respondents were still in possession of the premises. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the rent on the days it was due and sought an order requiring the respondents to pay future rent on time. The applicant withdrew their request for an order terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated that the rent had not always been paid in advance which was the tenants' obligation pursuant to the tenancy agreement.

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

Hal Logsdon
Rental Officer
