

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **LINDA TOURANGEAU**, 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 REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

LINDA TOURANGEAU

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 16th day of October, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

LINDA TOURANGEAU

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **October 14, 2008**

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

Appearances at Hearing: **Connie Diener, representing the applicant**
Linda Tourangeau, respondent

Date of Decision: **October 14, 2008**

REASONS FOR DECISION

The applicant alleged that the respondent had failed to pay the rent on the days it was due and sought an order requiring the respondent to pay future rent on time. The applicant acknowledged that the balance shown on the rent statement was in error. The applicant stated that all rent arrears had been paid in full and withdrew the request to terminate the tenancy agreement by order.

The applicant provided a copy of the tenancy agreement and a copy of the rent ledger in evidence. The tenancy agreement obligates the tenant to pay the monthly rent in advance and the ledger indicates that the rent has not always been paid on time.

The respondent did not dispute that the rent had not been paid on time in the past.

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

Hal Logsdon
Rental Officer