

IN THE MATTER between **NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST**, Applicant, and **BEN MITCHELL**, 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 **INUVIK, NT.**

BETWEEN:

NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

- and -

BEN MITCHELL

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 19th day of January, 2010.

Hal Logsdon
Rental Officer

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NORTHERN PROPERTY REAL ESTATE INVESTMENT TRUST

Applicant/Landlord

-and-

BEN MITCHELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 11, 2010

Place of the Hearing: Inuvik, NT via teleconference

Appearances at Hearing: Lee Smallwood, representing the applicant

Date of Decision: January 11, 2010

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. The respondent failed to appear at the hearing and the hearing was held in his absence.

The application named Ben Mitchell and Melba Mitchell as respondents but the written tenancy agreement between the parties names only Ben Mitchell as tenant. The style of cause of the order shall reflect the parties to the tenancy agreement.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent on the days it was due. A statement of the rent account and a copy of the tenancy agreement were provided in evidence.

The written tenancy agreement between the parties requires that the monthly rent be paid in advance. The statement of the rent account indicates that the rent has not always been paid in advance.

I find the respondent in breach of his obligation to pay rent on the days set out in the tenancy agreement. An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer