

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **RUDY VANDERJAGT**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

RUDY VANDERJAGT

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 13th day of June,
2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **RUDY VANDERJAGT**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

RUDY VANDERJAGT

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 29, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shelley Longhurst, representing the applicant

Date of Decision: May 29, 2013

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. At the time of the hearing, there was no confirmation of receipt, however the respondent was sent an email on May 28, 2013 advising him of the location, date and time of the hearing. The respondent failed to appear at the hearing and the hearing was held in his absence. In my opinion it is not unreasonable to deem the Notice of Attendance served pursuant to section 71(5) of the *Residential Tenancies Act*.

The applicant stated that since the application was made, the respondent had paid all of the rent arrears. The applicant withdrew their request for an order terminating the tenancy agreement in favour of an order requiring the respondent to pay the monthly rent on time in the future.

The applicant provided a copy of the rent statement and testified that the tenancy agreement required that the monthly rent be paid in advance.

I find that the monthly rent has not always been paid on time in accordance with the tenancy agreement. An order shall issue requiring the respondent to pay future rent on time.

Hal Logsdon
Rental Officer