

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. OPERATING AS YKD PROPERTY MANAGEMENT**, Applicant, and **JENNY CAPARAS**, 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:

**YELLOWKNIFE DAIRIES LTD. OPERATING AS YKD PROPERTY MANAGEMENT**  
Applicant/Landlord

- and -

**JENNY CAPARAS**  
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 14th day of January, 2014.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE DAIRIES LTD. OPERATING AS YKD PROPERTY MANAGEMENT**, Applicant, and **JENNY CAPARAS**, 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:

**YELLOWKNIFE DAIRIES LTD. OPERATING AS YKD PROPERTY MANAGEMENT**  
Applicant/Landlord

-and-

**JENNY CAPARAS**  
Respondent/Tenant

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>November 27, 2013</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Charles Wyman, representing the applicant Jenny Caparas, respondent</b>
<b><u>Date of Decision:</u></b>	<b>November 27, 2013</b>

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant stated that since the application was filed the rent arrears had been paid in full. The applicant sought an order requiring the respondent to pay future rent on time.

The applicant provided a statement of the rent account which indicated that rent had not been paid on or before the first day of the month in the past. The applicant testified that the tenancy agreement between the parties required the monthly rent to be paid in advance.

The respondent did not dispute the allegations.

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

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Hal Logsdon  
Rental Officer