

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **CHARLENE SHAE AND JANINE SHAE**, 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:

**809656 ALBERTA LTD.**

Applicant/Landlord

- and -

**CHARLENE SHAE AND JANINE SHAE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand eight hundred thirty seven dollars and fifty cents (\$1837.50).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment 211, 5600-52 Avenue, Yellowknife, NT shall be terminated on November 30, 2002 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of November, 2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**CHARLENE SHAE AND JANINE SHAE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 12, 2002

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

**Appearances at Hearing:** Trena Scott, representing the applicant  
Charlene Shae, respondent  
Doris Bruno, representing the respondents

**Date of Decision:** November 12, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears were paid. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1837.50.

The respondent did not dispute the allegations and indicated that she would be able to pay the outstanding arrears by November 30, 2002. The applicant was willing to allow the tenancy to continue if the arrears were paid by that date.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1837.50. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued requiring the respondents to pay rent arrears in the amount of \$1837.50 and terminating the tenancy agreement on November 30, 2002 unless the arrears are paid in full.

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Hal Logsdon  
Rental Officer