

IN THE MATTER between **DENENDEH INVESTMENTS INC.**, Applicant, and
SHANNON SLATER, 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:

DENENDEH INVESTMENTS INC.

Applicant/Landlord

- and -

SHANNON SLATER

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of four thousand four hundred dollars (\$4400.00).

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
September, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

DENENDEH INVESTMENTS INC.

Applicant/Landlord

-and-

SHANNON SLATER

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 24, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Margaret Gorman, representing the applicant

Date of Decision: September 24, 2003

REASONS FOR DECISION

The respondent was served with a Notice of Attendance by registered mail sent on September 8, 2003 but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The application seeks an order for payment of rent arrears and termination of the tenancy agreement.

The applicant presented a written agreement made between the parties, dated September 22, 2003. The agreement set out the following:

- a) That the respondent owed the applicant rent arrears as at September 30, 2003 in the amount of \$4400.
- b) That the applicant held a security deposit in the amount of \$1000.
- c) A mutual agreement to terminate the tenancy agreement on September 30, 2003.
- d) A schedule of payments to be made by the respondent to pay the outstanding arrears.

In my opinion, an order terminating the tenancy agreement is not necessary, as the written agreement between the parties serves to terminate the tenancy agreement pursuant to section 50 of the *Residential Tenancies Act*. The rent arrears appear to be undisputed.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$4400. As noted in the agreement between the parties, the security deposit may be applied to the satisfaction of this order after the tenant has vacated the premises. Interest on the deposit should also be applied in accordance with section 16 of the *Residential Tenancies Act*.

Hal Logsdon
Rental Officer