

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **CURTIS CAMERON AND MELINA BELL**, 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:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

- and -

**CURTIS CAMERON AND MELINA BELL**

Respondents/Tenants

**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 three thousand seven hundred eighty dollars (\$3780.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 314-100 Beck Court, Yellowknife, NT, shall be terminated on September 26, 2005 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 15th day of  
September, 2005.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**CURTIS CAMERON AND MELINA BELL**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 15, 2005

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

**Appearances at Hearing:** Trudy Spence, representing the applicant

**Date of Decision:** September 15, 2005

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

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 between the parties. The applicant testified that the respondents had failed to pay any rent for the months of July, August and September, 2005. The rent for the premises is \$1260/month.

The applicant served a notice of early termination on the respondents seeking vacant possession on August 19, 2005. The respondents have not vacated the premises.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$3780. It appears that the respondents have little intention of paying any rent and in my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid promptly.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$3780 and terminating the tenancy agreement on September 26, 2005 unless the rent arrears are paid in full.

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Hal Logsdon  
Rental Officer