

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **KAREN CHILTON**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

KAREN CHILTON

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 one thousand nine hundred sixty dollars and forty six cents (\$1960.46).
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 Apartment 402, 200 Beck Court, Yellowknife, NT shall be terminated on November 15, 2005 and the respondent shall vacate the premises on that date unless the rent arrears, balance of the security deposit and the November, 2005 rent in the total amount of three thousand six hundred ten dollars and fifty two cents (\$3610.52) is paid in full.

3. 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 October, 2005.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant, and **KAREN CHILTON**, 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-

KAREN CHILTON

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: October 11, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant
Karen Chilton, respondent

Date of Decision: October 11, 2005

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that there were outstanding arrears to September 30, 2005 of \$760.46 and that the October, 2005 rent of \$1200 had not been paid, bringing the total rent arrears to \$1960.46. The applicant also testified that the balance of the security deposit owing was \$450.06.

The respondent did not dispute the allegations but stated that she thought a payment for most of the October, 2005 rent had been paid by the Income Support Program. She provided a Financial Case Report from the program in evidence. It would appear from the document that a payment for a portion of the October, 2005 rent was processed but remitted to the wrong landlord.

I find the respondent in breach of her obligation to pay rent and her obligation to provide the required security deposit. I find the rent arrears to be \$1960.46 and the outstanding security deposit to be \$450.06. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and security deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1960.46 and terminating the tenancy agreement on November 15, 2005 unless the rent arrears

(\$1960.46), balance of the security deposit (\$450.06) and the November, 2005 rent (\$1200.00) are all paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer