

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **CHRISTINE BRESSETTE**, 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 -

**CHRISTINE BRESSETTE**

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 nine hundred eighty five dollars (\$4985.00).
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 Apartment 103, 100 Beck Court, Yellowknife, NT shall be terminated on March 31, 2006 and the respondent shall vacate the premises on that date, unless the rent arrears and remainder of the security

deposit in the total amount of five thousand seven hundred forty five dollars (\$5745.00)  
are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of March,  
2006.

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Hal Logsdon  
Rental Officer

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and **CHRISTINE BRESSETTE**, Respondent.

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BETWEEN:

**SHELTER CANADIAN PROPERTIES LTD.**

Applicant/Landlord

-and-

**CHRISTINE BRESSETTE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** March 21, 2006

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

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

**Date of Decision:** March 21, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on March 9, 2006, 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 and by failing to provide the full amount of the required security deposit. The applicant served a notice of early termination on the respondent on February 22, 2006 seeking vacant possession of the premises on March 6, 2006. The applicant stated that the rent arrears at that time were \$3640 and the balance of the security deposit was \$760. The application was filed on February 23, 2006.

The applicant stated that the respondent was still in possession of the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant testified that since the application was filed, the March, 2006 rent of \$1345 had come due and no payments of rent or security deposit had been received from the respondent.

I find the respondent in breach of her obligation to pay rent and to provide the required security deposit. I find the rent arrears to be \$4985 and the outstanding portion of the security deposit to be \$760. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless

the rent arrears and the remainder of the required security deposit are paid in full.

An order shall issue requiring the respondent to pay rent arrears in the amount of \$4985 and terminating the tenancy agreement on March 31, 2006 unless the rent arrears and outstanding security deposit in the total amount of \$5745 is paid in full.

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Hal Logsdon  
Rental Officer