

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **STEPHEN SHIELDS**, 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:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

- and -

STEPHEN SHIELDS

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 one hundred twenty dollars (\$4120.00).
2. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears in monthly payments of no less than five hundred dollars (\$500.00), the first payment becoming due on June 15, 2006 and payable thereafter on the fifteenth day of each month until the rent arrears are 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 31st day of May, 2006.

Hal Logsdon
Rental Officer

IN THE MATTER between **MIDWEST PROPERTY MANAGEMENT**, Applicant,
and **STEPHEN SHIELDS**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

MIDWEST PROPERTY MANAGEMENT

Applicant/Landlord

-and-

STEPHEN SHIELDS

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 23, 2006

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Brad Pond, representing the applicant
Stephen Shields, respondent

Date of Decision: May 23, 2006

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3105. The applicant testified that since the statement was issued, the May rent of \$1015 had come due and no payments of rent had been received, bringing the balance of rent owing to \$4120.

The respondent did not dispute the allegations and offered to pay the rent arrears in installments of \$500/month until the arrears were paid in full. The applicant agreed to the arrangement and consented to an order requiring the respondent to pay rent on time and to pay the arrears in installments of at least \$500/month.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4120.

An order shall issue requiring the respondent to pay all future rent on the days it is due and to pay the rent arrears of \$4120 in monthly installments of at least \$500 until the rent arrears are paid in full. The first installment shall be due on June 15, 2006 and payable thereafter no later than the fifteenth of every month.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the lump sum payment of any balance owing and termination of the tenancy agreement.

Hal Logsdon
Rental Officer