

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 two thousand nine hundred forty nine dollars (\$2949.00).
2. Pursuant to sections 41(4)(c) and 43(3)(d) 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 September 30, 2006 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of  
September, 2006.

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Hal Logsdon  
Rental Officer

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and **KAREN CHILTON**, Respondent.

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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:** September 20, 2006

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

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

**Date of Decision:** September 20, 2006

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on September 5, 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 disturbing other tenants in the residential complex. The applicant served a notice of early termination on the respondent for non-payment of rent, seeking vacant possession of the premises on August 31, 2006. The respondent remained in possession. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the rent ledger in evidence which indicated a balance of rent owing in the amount of \$2949. This amount consisted of the August, 2006 and September, 2006 rent plus an outstanding balance of \$494 from July, 2006 and a returned cheque fee of \$25.

The applicant also testified that the respondent's guests, who came to the apartment at all hours of the day and night, had disturbed other tenants. She indicated that the guests were occasionally intoxicated and other tenants had issued complaints concerning the traffic and noise. The applicant's offices are in the building as is the manager's residence.

Two previous orders (File #10-8681, filed on October 14, 2005 and File #10-8945, filed on April

10, 2006) have been issued. Both required the respondent to pay rent arrears and to pay future rent on time. One ordered the respondent to not disturb other tenants in the future.

I find the respondent in breach of her obligations to pay rent and to not disturb other tenants. I

find the rent arrears to be \$2949 calculated as follows:

Balance forward - July 17/06	(\$206)
August rent	1215
September rent	1215
Returned cheque #064	700
NSF charge	<u>25</u>
Amount owing applicant	\$2949

I also find her in breach of the previous orders. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2949 and terminating the tenancy agreement on September 30, 2006.

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Hal Logsdon  
Rental Officer