

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **BEATRICE GOOSE**, 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 -

**BEATRICE GOOSE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
2. Pursuant to section 43(3)(b) of the *Residential Tenancies Act*, the respondent shall not breach her obligation to not disturb other tenants in the residential complex again.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of February,  
2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **BEATRICE GOOSE**, 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-

**BEATRICE GOOSE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 6, 2007

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

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

**Date of Decision:** February 6, 2007

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance on January 25, 2007 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 on time and disturbing other tenants in the residential complex. The applicant stated that since the application had been made, the rent for January, 2007 had been paid in full and the rent for February, 2007 would be paid through the Income Security Program. The applicant also stated that the disturbances had abated. The applicant withdrew the request for an order terminating the tenancy agreement and sought only an order requiring the respondent to pay future rent on time and to not breach her obligation to not disturb other tenants in the residential complex again.

The applicant provided several notices regarding late rent and disturbances and a written complaint about noise from another tenant in evidence.

I find the respondent in breach of her obligation to pay rent on the days it is due and her obligation to not disturb other tenants.

An order shall issue requiring the respondent to pay future rent on time and to not disturb other tenants in the future.

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Hal Logsdon

Rental Officer