

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **MARY ANNA GON**, 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 -

**MARY ANNA GON**

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 seven hundred eighty dollars (\$2780.00).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant the balance of the required security deposit in the amount of six hundred seventy five dollars (\$675.00).
3. 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 113, 100 Beck Court, Yellowknife, NT shall be terminated on April 30, 2007 and the respondent shall

vacate the premise on that date, unless the rent arrears in the amount of two thousand seven hundred eighty dollars (\$2780.00) is paid in full.

4. 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 15th day of April, 2007.

Rental Officer

---

Hal Logsdon

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **MARY ANNA GON**, 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-

**MARY ANNA GON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 12, 2007

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

**Appearances at Hearing:** Trudy Spence, representing the applicant  
Mary Anna Gon, respondent (by telephone)

**Date of Decision:** April 12, 2007

**REASONS FOR DECISION**

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

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2780 and payments of security deposit totalling \$700. The monthly rent and required security deposit is \$1375. The tenancy agreement commenced on January 1, 2007.

The respondent did not dispute the allegations and indicated that she could pay the outstanding rent by April 30, 2007.

I find the applicant's rent statement in order and find the respondent in breach of her obligation to pay rent and in breach of her obligation to pay the balance of the required security deposit. I find the rent arrears to be \$2780 and the balance of the required security deposit to be \$675. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2780 and terminating the tenancy agreement on April 30, 2007 unless the rent arrears are paid in full. The respondent is also ordered to pay the balance of the required security deposit of \$675. Should the tenancy agreement continue, the applicant is ordered to pay future rent on time.

---

Hal Logsdon  
Rental Officer