

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **RACHEL ZOE**, 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 -

**RACHEL ZOE**

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 hundred thirty nine dollars and thirty five cents (\$439.35).

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of April,  
2007.

---

Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **RACHEL ZOE**, 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-

**RACHEL ZOE**

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

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

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail to the rental premises. The respondent failed to appear at the hearing and the hearing was held in her absence.

The applicant testified that the respondent vacated the premises on March 22, 2007. The respondent retained the security deposit (\$650) and accrued interest (\$15.49), applying it against carpet repairs (\$200) and rent arrears (\$904.84) leaving a balance owing to the applicant in the amount of \$439.35. The applicant sought an order requiring the respondent to pay that amount.

The applicant testified that the carpet was damaged due to the negligence of the respondent and that the rent arrears represented a prorated rent for March, 2007.

I find the respondent in breach of her obligation to pay rent and in breach of her obligation to repair damages to the rental premises. Applying the security deposit and accrued interest first to repair costs, I find rent arrears owing to the applicant in the amount of \$439.35 calculated as follows:

Security deposit	\$650.00
Interest	15.49
Carpet repair	(200.00)
Rent arrears	<u>(904.84)</u>
Amount owing applicant	\$439.35

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$439.35.

---

Hal Logsdon

Rental Officer