

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)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of one thousand four hundred seventeen dollars and six cents (\$1417.06).
2. 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 112, 100 Beck Court, Yellowknife, NT shall be terminated on June 29, 2007 and the respondent shall vacate the premises on that date, unless 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 13th day of June, 2007.

Hal Logsdon
Rental Officer

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.

BETWEEN:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

BEATRICE GOOSE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant
Beatrice Goose, respondent
Tom Kakfwi, representing the respondent (by
telephone)

Date of Decision: June 12, 2007

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement unless the alleged rent arrears were promptly paid.

The applicant testified that when the application was made on May 22, 2007 the rent owing was \$1402.06. The applicant testified that since that time the June, 2007 rent in the amount of \$1375 had come due and a payment of \$1360 had been received, bringing the balance owing to \$1417.06.

The respondent did not dispute the allegations. Mr. Kakfwi stated that he would pay the outstanding amount on behalf of the respondent immediately. The applicant agreed that if payment was received prior to the end of June, 2007 she was willing to continue the tenancy.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1417.06. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid by June 29, 2007.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1417.06 and terminating the tenancy agreement on June 29, 2007 unless the rent arrears are paid in full. The respondent is also ordered to pay future rent on time.

This decision was made known to both parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer