

IN THE MATTER between **LUNDSTROM TERRACE LTD.**, Applicant, and  
**SHIRLEY COOK**, 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:

**LUNDSTROM TERRACE LTD.**

Applicant/Landlord

- and -

**SHIRLEY COOK**

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 nine hundred twenty dollars (\$1920.00).
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 102, 5022 52nd Street, Yellowknife, NT shall be terminated on December 11, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the rent for December, 2007 in the total amount of three thousand and fifteen dollars (\$3015.00) are paid in full.

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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 28th day of November, 2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**LUNDSTROM TERRACE LTD.**

Applicant/Landlord

-and-

**SHIRLEY COOK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 27, 2007

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

**Appearances at Hearing:** Christine de Guzman, representing the applicant  
Mira Hall, representing the respondent  
Shirley Cook, respondent

**Date of Decision:** November 27, 2007

**REASONS FOR DECISION**

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

The applicant provided a statement of account which indicated a balance of rent owing as at October 11, 2007 in the amount of \$825. The applicant testified that since that date the November, 2007 rent of \$1095 had come due and no payments had been received bringing the balance owing to \$1920.

The respondent did not dispute the allegations and stated she could pay the arrears and the December rent on or before December 11, 2007. The applicant agreed to continue the tenancy agreement if the arrears and the December rent were paid by that date.

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$1920. 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 \$1920 and terminating the tenancy agreement on December 11, 2007 unless the rent arrears and the December, 2007 rent in the total amount of \$3015 are paid in full. Should the tenancy

agreement continue, the respondent is also ordered to pay future rent on time.

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

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Hal Logsdon  
Rental Officer