

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **DONNA SHAE**, 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 **INUVIK, NT**.

BETWEEN:

**NIHJAA PROPERTIES LTD.**

Applicant/Landlord

- and -

**DONNA SHAE**

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 three thousand dollars (\$3000.00).
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 55 Inuit Road, Inuvik, NT shall be terminated on May 21, 2007 and the respondent shall vacate the premises on that date, unless the rent arrears and the May, 2007 rent in the total amount of four thousand five hundred dollars (\$4500.00) is 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 26th day of April, 2007.

Rental Officer

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Hal Logsdon

IN THE MATTER between **NIHJAA PROPERTIES LTD.**, Applicant, and **DONNA SHAE**, 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:

**NIHJAA PROPERTIES LTD.**

Applicant/Landlord

-and-

**DONNA SHAE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** April 24, 2007

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

**Appearances at Hearing:** Dorathy Wright, representing the applicant

**Date of Decision:** April 24, 2007

**REASONS FOR DECISION**

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

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 the rent account which indicated a balance of rent owing as at February 1, 2007 in the amount of \$3500. The applicant testified that since that date, the March and April, 2007 rent had come due and two payments had been made bringing the balance owing to \$3000, calculated as follows:

Balance as at February 1, 2007	\$3500
Payment - Feb 23/07	(2000)
March, 2007 rent	1500
April, 2007 rent	1500
Payment Apr 23/07	<u>(1500)</u>
Total	\$3000

I find the respondent in breach of her obligation to pay rent and find the rent arrears to be \$3000.

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 \$3000 and terminating the tenancy agreement on May 21, 2007 unless the rent arrears and the May, 2007 rent in the total amount of \$4500 is paid in full. I calculate that amount as follows:

Rent arrears	\$3000
Plus May, 2007 rent	<u>1500</u>
Total	\$4500

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

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Hal Logsdon  
Rental Officer