

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **CHARLENE 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 **YELLOWKNIFE, NT**.

BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

CHARLENE 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 two thousand four hundred thirty three dollars and twenty three cents (\$2433.23).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 207, 5730 - 50th Avenue, Yellowknife, NT shall be terminated on April 30, 2008 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of April,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **CHARLENE 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

CHARLENE SHAE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 17, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julia O'Brien, representing the applicant
Charlene Shae, respondent
Mira Hall, representing the respondent

Date of Decision: April 17, 2008

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 on April 30, 2008 unless the arrears were promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2433.23.

The respondent's representative did not dispute the allegations and stated that the respondent could not afford the rent and would consent to an order terminating the tenancy agreement on April 30, 2008 and requiring the payment of the outstanding rent.

I find the rent statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$2433.23. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2433.23 and terminating the tenancy agreement on April 30, 2008.

The statement indicates that the applicant holds a security deposit of \$1285. Following the termination of the tenancy agreement, the applicant shall apply the security deposit and accrued interest to the repair of any damages and any remainder to the satisfaction of this order.

Statements shall be prepared in accordance with section 18 of the *Residential Tenancies Act*.

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

Hal Logsdon
Rental Officer