

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JANINE SHAE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
R-5 (the "Act") and amendments thereto;

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 -

**JANINE 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 five hundred eight dollars and eighty seven cents (\$3508.87).
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 305, 490 Range Lake Road, Yellowknife, NT shall be terminated on February 11, 2011 and the respondent shall vacate the premises on that date unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of February,  
2011.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,  
Applicant, and **JANINE 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-

**JANINE SHAE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 1, 2011

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

**Appearances at Hearing:** Rosetta Morales, representing the applicant

**Date of Decision:** February 1, 2011

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. 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, terminating the tenancy agreement and evicting the respondent unless the rent arrears are promptly paid.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$3508.87. This includes the February, 2011 rent. Rent is due monthly in advance. The applicant stated that the required security deposit had been paid in full. The monthly rent for the premises is \$1200.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find rent arrears in the amount of \$3508.87. 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 \$3508.87 and terminating the tenancy agreement on February 11, 2011 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer