

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **STEVEN COLLIER**, 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:

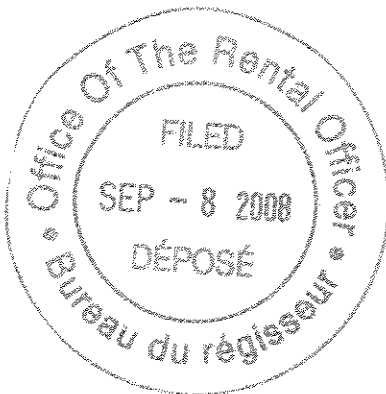
SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

STEVEN COLLIER

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 six thousand seven hundred dollars (\$6700.00).
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 #33, 15 Ptarmigan Road, Yellowknife, NT shall,
 - a) be terminated on September 30, 2008 and the respondent shall vacate the premises on that date unless the September, 2008 rent and an arrears payment totalling three thousand eight hundred dollars (\$3800.00) are paid in full and,

- b) be terminated on October 31, 2008 and the respondent shall vacate the premises on that date unless the October, 2008 rent and an arrears payment totalling three thousand eight hundred dollars (\$3800.00) are paid in full and,
- c) be terminated on November 30, 2008 and the respondent shall vacate the premises on that date unless the November, 2008 rent and an arrears payment totalling three thousand eight hundred dollars (\$3800.00) are paid in full and,
- d) be terminated on December 31, 2008 and the respondent shall vacate the premises on that date unless the December, 2008 rent and an arrears payment totalling two thousand five hundred dollars (\$2500.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of September, 2008.



Hal Logsdon
Rental Officer

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and **STEVEN COLLIER**, 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:

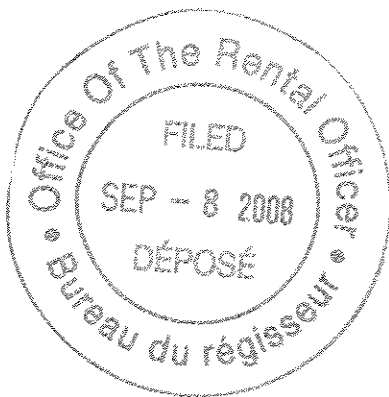
SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

-and-

STEVEN COLLIER

Respondent/Tenant



REASONS FOR DECISION

Date of the Hearing: September 2, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Trudy Spence, representing the applicant
Steven Collier, respondent

Date of Decision: September 2, 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 termination of the tenancy agreement. The applicant stated that they would be willing to continue the tenancy agreement if a suitable arrangement could be reached for the payment of the arrears. The applicant stated that a previous payment arrangement made between the parties had been breached by the respondent.

The applicant provided a statement which indicated a balance of rent owing as at August 8, 2008 in the amount of \$4900. The applicant testified that since that date, the September rent of \$1800 had come due and no payments had been made, bringing the balance owing to \$6700.

The respondent did not dispute the allegations and stated that he was currently without any income and could not say for certain how the arrears could be paid. The parties did, however consent to the following order:


1. That the tenancy agreement would be terminated on September 30, 2008 unless the September rent and \$2000 was paid.
2. That the tenancy agreement would be terminated on October 31, 2008 unless the October rent and \$2000 was paid.
3. That the tenancy agreement would be terminated on November 30, 2008 unless the November rent and \$2000 was paid.

4. That the tenancy agreement would be terminated on December 31, 2008 unless the December rent and \$700 was paid.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$6700.

In my opinion, the agreed upon order is reasonable. An order shall issue requiring the respondent to pay the rent arrears and terminating the tenancy agreement unless the payments are made in accordance with the agreed upon plan.

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



Hal Logsdon
Rental Officer