

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **FRANK LANDRY**, 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 -

**FRANK LANDRY**

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 seven hundred eighty seven dollars and fifty cents (\$787.50).

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of  
December, 2008.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **FRANK LANDRY**, 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-

**FRANK LANDRY**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 16, 2008

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

**Appearances at Hearing:** Gwen Monahan, representing the applicant

**Date of Decision:** December 16, 2008

**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 his 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. The applicant stated that the respondent had given notice to terminate the tenancy agreement and withdrew the request for an order terminating the agreement.

The applicant testified that the respondent had only paid half of the December, 2008 rent, leaving a balance owing of \$787.50. The monthly rent for the premises is \$1575. A copy of the tenant ledger was provided in evidence which indicated that the respondent had repeatedly failed to pay the full amount of rent on or before the first day of the month as required by the written tenancy agreement between the parties.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$787.50. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$787.50.

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Hal Logsdon  
Rental Officer