

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ROBIN LAM**, 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 -

**ROBIN LAM**

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 eighty five dollars (\$3585.00).
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 Unit 21, 15 Ptarmigan Road, Yellowknife, NT shall be terminated on June 30, 2009 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 24th day of June,  
2009.

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Hal Logsdon  
Rental Officer

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and **ROBIN LAM**, 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-

ROBIN LAM

Respondent/Tenant

## REASONS FOR DECISION

**Date of the Hearing:** **June 24, 2009**

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

**Appearances at Hearing:** Trudy Spence, representing the applicant  
Robin Lam, respondent

**Date of Decision:** **June 24, 2009**

**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 unless the rent arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3585. The amount represents \$1785 of the May, 2009 rent and \$1800 of the June, 2009 rent.

The respondent did not dispute the allegations and stated that he had no means to pay the rent due to a business failure and would move at the end of June, 2009.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the rent arrears to be \$3585. 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 \$3585 and terminating the tenancy agreement on June 30, 2009 unless the arrears are paid in full.

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

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Hal Logsdon  
Rental Officer