

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **DEBBIE RUSSELL**, 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:

SHELTER CANADIAN PROPERTIES LTD.

Applicant/Landlord

- and -

DEBBIE RUSSELL

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 four thousand two hundred seventy five dollars (\$4275.00).
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 109, 200 Beck Court, Yellowknife, NT shall be terminated on November 19, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.
3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay

future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of
November, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **DEBBIE RUSSELL**, 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-

DEBBIE RUSSELL

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: November 10, 2010

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Gwen Monahan, representing the applicant

Date of Decision: November 10, 2010

REASONS FOR DECISION

The respondent was sent a Notice of Attendance by registered mail. There was no confirmation that the respondent picked up the item but a voice mail message was left at her telephone number advising her of the date, place and time of the hearing. The respondent failed to appear at the hearing. In my opinion, the respondent had ample opportunity to attend the hearing and it is not unreasonable to deem the notice served in accordance with section 71(5) of the *Residential Tenancies Act*.

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.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$2850 as at October 1, 2010. The applicant testified that since that date, the November rent of \$1425 had come due and no payments had been received, bringing the balance owing to \$4275.

I find the statement in order and find the respondent in breach of her obligation to pay rent. I find the rent arrears to be \$4275. 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 of \$4275 and terminating the tenancy agreement on November 19, 2010 unless the rent arrears are paid in full. Should the tenancy agreement continue the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer