

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **KAREN LANDER**, 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 -

**KAREN LANDER**

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 one thousand eight hundred fifty dollars (\$1850.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs to repair a lock in the amount of forty dollars (\$40.00).
3. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 407, 200 Beck Court, Yellowknife, NT shall be terminated on February 29, 2012 and the respondent

shall vacate the premises on that date, unless the rent arrears and the repair costs in the total amount of one thousand eight hundred ninety dollars (\$1890.00) are paid in full are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of February, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **KAREN LANDER**, 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-

**KAREN LANDER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 3, 2012

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

**Appearances at Hearing:** Shelly Longhurst, representing the applicant  
Karen Lander, respondent  
Arlene Hache, representing the respondent

**Date of Decision:** February 3, 2012

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and repair costs and had breached a previous order requiring her to pay the monthly rent on time. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1850 and repair costs of \$40 for the repair of a door lock. The rent arrears represent the February, 2012 rent which is payable in advance on the first day of each month. A previous order (file #10-12498, filed on November 30, 2011) required the payment of future rent on time.

The respondent's representative stated that she believed that the respondent continues to be eligible for income support and sought time to assist her with any issues with that assistance. The applicant acknowledged that the full rent had previously been paid on behalf of the respondent through the *Income Security Program*. The respondent did not dispute the repair charges.

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 \$1850. I find the repair costs of \$40 to be reasonable. I also find the respondent in breach of the previous order to pay the monthly rent on time however I must note that the rent is only three days late at this time. It may be the case that it is due to some

administrative difficulty of the *Income Security Program* or it may be caused by the respondent's negligence in seeking that assistance in a timely manner. In any case, it is not unreasonable, in my opinion, to provide some time for the respondent's representative to assist her with the issue. In my opinion, there are sufficient grounds to terminate the tenancy agreement if the rent arrears and the repair costs are not paid by February 29, 2012.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$1850 and repair costs of \$40. The tenancy agreement will be terminated on February 29, 2012 unless those amounts are paid in full. In my opinion, an eviction order is not necessary at this time. The applicant may apply for eviction if this order is not fully satisfied. The previous order to pay future rent on time remains in effect.

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Hal Logsdon  
Rental Officer