

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ASHLEE LAGACE**, 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 -

**ASHLEE LAGACE**

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 one hundred fifty one dollars and twenty four cents (\$1151.24).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 306, 100 Beck Court, Yellowknife, NT shall be terminated on July 31, 2012 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of July,  
2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **ASHLEE LAGACE**, 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-

**ASHLEE LAGACE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** July 25, 2012

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

**Appearances at Hearing:** Darin Ryden, representing the applicant  
Shelley Longhurst, representing the applicant

**Date of Decision:** July 25, 2012

**REASONS FOR DECISION**

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in her absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. 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 \$1151.24. The applicant stated that a previous order (file #10-12806, filed on May 15, 2012) requiring the respondent to pay rent arrears on or before June 20, 2012 had been breached. The applicant stated that the respondent had given notice to terminate the tenancy agreement on July 31, 2012 but that the landlord still wanted an eviction order as they feared the respondent would not vacate the premises.

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 \$1151.24. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1151.24 and terminating the tenancy agreement on July 31, 2012. An eviction order to be

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effective on August 1, 2012 shall be issued separately.

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Hal Logsdon  
Rental Officer