

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **MARK LOUIE LITAO**, 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 -

MARK LOUIE LITAO

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 three hundred forty five dollars (\$3345.00).
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 310, 200 Beck Court, Yellowknife, NT shall be terminated on January 31, 2013 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 respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of January, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **MARK LOUIE LITAO**, 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-

MARK LOUIE LITAO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 23, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Shelly Longhurst, representing the applicant
Mark Louie Litao, respondent

Date of Decision: January 23, 2013

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 rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were promptly paid.

The applicant provided a rent statement in evidence which indicated a balance of rent owing in the amount of \$3345. The monthly rent for the premises is \$1885 and the applicant holds a security deposit of \$1885.

The respondent did not dispute the allegations and stated that he would pay the full amount by January 31, 2013.

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 \$3345. 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 \$3345 and terminating the tenancy agreement on January 31, 2013 unless those arrears are paid in full. The respondent is also ordered to pay future rent on time.

An eviction order to be effective on February 1, 2013 unless this order is satisfied shall be issued separately.

Hal Logsdon
Rental Officer