

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,  
and **EDITH MACK**, 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 -

**EDITH MACK**

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 two thousand seventy dollars (\$2070.00).

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of June,  
2013.

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Hal Logsdon  
Rental Officer

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and **EDITH MACK**, 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-

**EDITH MACK**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** May 29, 2013

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

**Appearances at Hearing:** Shelley Longhurst, representing the applicant  
Edith Mack, respondent (by telephone)

**Date of Decision:** May 29, 2013

### **REASONS FOR DECISION**

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 unless the rent arrears were paid in full.

The applicant provided a statement of the rent account which indicated that the May rent of \$2070 had not been paid. The monthly rent is payable in advance. A previous order (file #10-13150, filed on December 13, 2012) required the respondent to pay future rent on time.

The respondent stated that she had not been working since March due to a disability and would not be able to return to work until August. She stated that she had managed to pay the April rent from her savings but had to apply for income assistance to pay the May rent. The respondent stated that she had been approved for assistance for May and had in her possession confirmation that a cheque for \$2070 had been mailed directly to the landlord. The applicant stated that they had not received the payment. The respondent stated that she would like to continue the tenancy agreement but was willing to vacate at the end of May. She provided a letter to the applicant, dated May 3, 2013 outlining her position.

The applicant stated that they considered the May 3rd letter to be the respondent's notice to terminate the tenancy agreement on May 31, 2013.

My reading of the letter in conjunction with the respondent's testimony leads me to believe that the May 3rd letter was not intended as a notice to terminate the tenancy agreement but rather an expression by the respondent that she was willing to leave at the end of May if she was unable to pay the May rent. In any case, the notice would not be sufficient as it was not provided to the landlord at least 30 days before the termination date. It can not be considered to be a mutual agreement to terminate the tenancy agreement as it is not signed by the landlord.

The applicant has requested termination if the May rent is not paid. The testimony of the respondent indicates that the cheque for the May rent is en route to the landlord. If the tenant wishes to stay and the landlord is willing to continue the tenancy if the rent is paid, I see no reason to terminate the tenancy agreement.

As the cheque has not been received by the landlord yet I must find the respondent in breach of her obligation to pay the May, 2013 rent and find the amount owing to be \$2070. An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$2070.

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Hal Logsdon  
Rental Officer