

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **JOHN PAULETTE**, 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 -

JOHN PAULETTE

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 and penalties for late rent in the amount of three thousand six hundred twenty five dollars (\$3625.00).
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 405, 100 Beck Court, Yellowknife, NT shall be terminated
 - a) on August 22, 2013 unless at least two thousand five hundred dollars (\$2500.00) of the rent arrears is paid to the applicant and,
 - b) on September 7, 2013 unless the remainder of the rent arrears and the

September, 2013 rent in the amount of two thousand nine hundred thirty five dollars (\$2935.00) is paid to the applicant.

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 15th day of August, 2013.

Hal Logsdon
Rental Officer

IN THE MATTER between **SHELTER CANADIAN PROPERTIES LTD.**, Applicant,
and **JOHN PAULETTE**, 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-

JOHN PAULETTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: August 14, 2013

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Darin Ryden, representing the applicant
John Paulette, respondent (by telephone)

Date of Decision: August 14, 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. The applicant also sought an eviction order.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent and penalties for late rent in the amount of \$3625. The monthly rent for the premises is \$1810.

The respondent did not dispute the allegations. He stated that he would be able to pay \$2500 on his next pay day and the balance of the rent arrears and the September, 2013 rent on September 6, 2013. The applicant stated that they could not agree to a payment plan which extended the payments past August 31, 2013.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3625. The respondent enjoys steady, long-term employment and should be able to meet the obligations of his proposed payment schedule. So long as conditional termination orders are issued, the landlord is not subjected to undue risk of additional loss. In my opinion, the repayment plan proposed by the respondent is reasonable.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of

\$3625. The tenancy agreement will be terminated on August 22, 2013 unless at least \$2500 of the rent arrears is paid. The order will terminate the tenancy agreement on September 7, 2013 unless the remaining rent arrears (\$1125) and the September rent (\$1810) are paid in full. The respondent is also ordered to pay future rent on time.

Eviction orders to be effective on August 23 and September 8, 2013 unless the ordered amounts are paid on their respective date shall be issued separately.

Hal Logsdon
Rental Officer