

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **EDWARD BONNETROUGE**, 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, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

- and -

EDWARD BONNETROUGE

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 three hundred forty one dollars (\$1341.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as Apartment #114, 5600-52 Avenue, Yellowknife, NT shall be terminated on May 31, 2002 and the respondent shall vacate the rental premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 14th of May, 2002.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

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BETWEEN:

809656 ALBERTA LTD.

Applicant/Landlord

-and-

EDWARD BONNETROUGE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: May 14, 2002

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Rashda Mirza, representing the applicant
Edward Bonnetrouge, respondent

Date of Decision: May 14, 2002

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 alleged rent arrears and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1341. The respondent did not dispute the allegations and stated that he would be able to pay the arrears promptly.

I find the respondent breached the tenancy agreement by failing to pay the lawful rent to the landlord. I find the rent arrears to be \$1341. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$1341 and terminating the tenancy agreement between the parties on May 31, 2002 unless the rent arrears are paid in full.

Hal Logsdon
Rental Officer