

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **EUGENE BOURKE**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

EUGENE BOURKE

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 four hundred fifty nine dollars (\$3459.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 135 Banke Street, Yellowknife, NT shall be terminated on September 19, 2003 and the respondent shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of
September, 2003.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

-and-

EUGENE BOURKE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: September 2, 2003

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Bobbi Bulmer, representing the applicant

Date of Decision: September 2, 2003

REASONS FOR DECISION

The respondent was served with a notice of attendance on August 24, 2003 but failed to appear at the hearing. The hearing was held in his absence.

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 the 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 \$3459. The applicant testified that this was the balance of rent owing and that no payments of rent had been received since June, 2003.

I find the ledger in order and find that the respondent has breached the tenancy agreement by failing to pay the lawful rent to the landlord. The landlord has sent numerous notices to the tenant demanding payment. The arrears represent more than three months of unpaid rent. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid.

An order shall be issued requiring the respondent to pay the applicant rent arrears in the amount of \$3459 and terminating the tenancy agreement on September 19, 2003 unless those arrears are paid in full.

Hal Logsdon
Rental Officer