

IN THE MATTER between **809656 ALBERTA LTD.**, Applicant, and **GILBERT BOUVIER**, 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 -

**GILBERT BOUVIER**

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 forty five dollars (\$1045.00).
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 201, 5600 - 52 Avenue, Yellowknife, NT shall be terminated on February 11, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and the February, 2005 rent in the total amount of two thousand forty dollars (\$2040.00), is 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 26th day of January, 2005.

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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");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**809656 ALBERTA LTD.**

Applicant/Landlord

-and-

**GILBERT BOUVIER**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 25, 2005

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

**Appearances at Hearing:** Trena Scott, representing the applicant (by telephone)  
Gilbert Bouvier, respondent  
Whynter Jones

**Date of Decision:** January 25, 2005

**REASONS FOR DECISION**

The application, filed on December 21, 2004 named Gilbert Bouvier and Whynter Jones as respondents. The tenancy agreement names Gilbert Bouvier as sole tenant. The style of cause of this order has been amended to reflect the parties to the tenancy agreement.

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 unless the arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$1045. The monthly rent for the premises is \$995.

The respondent did not dispute the allegations.

I find the ledger in order and find the respondent in breach of his obligation to pay rent, I find the rent arrears to be \$1045. 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 rent arrears in the amount of \$1045 and terminating the tenancy agreement on February 11, 2005 unless the rent arrears and the February,

2005 rent in the total amount of \$2040 is paid in full. Should the tenancy continue, the respondent is order to pay future rent on time.

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Hal Logsdon  
Rental Officer