

IN THE MATTER between **DANIEL AUGER**, Applicant, and **GREG ROBICHAUD**, 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:

**DANIEL AUGER**

Applicant/Landlord

- and -

**GREG ROBICHAUD**

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 two hundred fifty dollars (\$1250.00).
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 C, 5106 - 53rd Street, Yellowknife, NT shall be terminated on February 28, 2005 and the respondent shall vacate the premises on that date, unless the rent arrears and the outstanding security deposit in the total amount of two thousand five hundred dollars (\$2500.00) 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 16th day of February, 2005.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**DANIEL AUGER**

Applicant/Landlord

-and-

**GREG ROBICHAUD**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 15, 2005

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

**Appearances at Hearing:** Daniel Auger, applicant

**Date of Decision:** February 15, 2005

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance on February 4, 2005 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 by failing to provide the required security deposit. The applicant sought an order requiring the respondent to pay the alleged rent arrears and outstanding deposit and terminating the tenancy agreement unless those amounts were promptly paid.

The applicant testified that the February rent had not been paid in the amount of \$1250.00 and that the entire security deposit of \$1250.00 remained outstanding. The written tenancy agreement between the parties commenced on September 1, 2004 and set out a monthly rent of \$1250.00 and a security deposit of \$1250.00.

I find the respondent in breach of his obligation to pay rent and to provide the required security deposit. I find the rent arrears to be \$1250.00 and the outstanding deposit to be \$1250.00. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears and the deposit are promptly paid.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$1250.00 and terminating the tenancy agreement on February 28, 2005 unless the arrears and the security deposit in the total amount of \$2500.00 is paid in full. Should the tenancy continue, the respondent is also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer