

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**, Applicant, and **RICHARD BISHOP AND HELENA BONNETROUGE**, Respondents;

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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

RICHARD BISHOP AND HELENA BONNETROUGE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancy Act* the respondents shall pay the applicant rent arrears in the amount of one thousand four hundred ninety dollars (\$1490.00).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of repair of tenant damages to the premises in the amount of fifty three dollars and fifty cents (\$53.50).
3. 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 #206, 600 Gitzel Street,

Yellowknife, NT shall be terminated on June 30, 2005 and the respondents shall vacate the premises on that date, unless the rent arrears, repairs costs and balance of the required security deposit in the total amount of two thousand sixty eight dollars and fifty cents (\$2068.50) is paid to the applicant in full.

4. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of June, 2005.

Hal Logsdon
Rental Officer

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Applicant, and **RICHARD BISHOP AND HELENA BONNETROUGE**, Respondents.

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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

RICHARD BISHOP AND HELENA BONNETROUGE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 14, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Lucy Gillard, representing the applicant

Date of Decision: June 14, 2005

REASONS FOR DECISION

The respondents were served Notices of Attendance by Registered Mail sent to the rental premises. The applicant testified that the respondents were still in possession of the rental premises. The notices were returned to the rental officer marked "moved". The application was also sent to the respondents by registered mail to the rental premises and confirmed delivered. In my opinion, it is unlikely that the notices would have been returned unless the respondents refused to accept them. In my opinion, the notices can be deemed to have been served pursuant to section 71(2) of the *Residential Tenancies Act* and a rental officer may hear the matter in the absence of the respondents.

I note that the tenancy agreement between the parties is made between the applicant and joint tenants Richard Bishop and Helena Bonnetrouge. It is obvious that Ms. Bonnetrouge's name was incorrectly spelled on the application to a rental officer. I shall amend the style of cause of the order to reflect the spelling of her name on the tenancy agreement.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to repair damage to the rental premises and failing to pay the balance of the required security deposit. The applicant served a notice of early termination on the respondents seeking vacant possession on May 28, 2005. The respondents remain in possession.

The applicant provided a statement of account in evidence which indicated a balance owing in the amount of \$1543.50. The applicant testified that included in this balance were charges of

\$53.50 representing repair costs to a broken door jamb. The applicant testified that the repairs were made necessary due to the negligence of the tenant and provided an inspection report that indicated no damages to the door at the commencement of the tenancy agreement.

The applicant also testified that only 50% of the required security deposit had been paid and stated that the outstanding amount was \$525. The tenancy agreement between the parties commenced on December 31, 2004 and requires a security deposit in the amount of \$1050.

I find the respondents in breach of their obligation to pay rent, repair damages and provide the landlord with the balance of the required security deposit. I find the rent arrears to be \$1490. I find the repair costs to be \$53.50 and find them reasonable and necessary due to the negligence of the respondents. I find the balance of the security deposit to be due in the amount of \$525. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless these amounts are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears and costs of repair in the total amount of \$1543.50 and terminating the tenancy agreement on June 30, 2005 unless the rent arrears, repair costs and balance of the security deposit in the total amount of \$2068.50 is paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer