

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 Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one thousand seven hundred forty three dollars and fifty cents (\$1743.50).
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 206, 600 Gitzel Street, Yellowknife, NT shall be terminated on December 16, 2005 and the respondents shall vacate the premises on that date unless the rent arrears, balance of the security deposit and the December, 2005 rent in the total amount of three thousand three hundred

eighteen dollars and fifty cents (\$3318.50) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of
November, 2005.

Hal Logsdon
Rental Officer

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BETWEEN:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

RICHARD BISHOP AND HELENA BONNETROUGE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 24, 2005

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Krista Cooper, representing the applicant

Date of Decision: November 24, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

One of the tenant names is spelled incorrectly on the application. The tenant name will be amended on the order to reflect the correct spelling as shown on the tenancy agreement.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to provide the full amount of the required security deposit. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the arrears and the security deposit were promptly paid.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1743.50. The applicant testified that \$525 of the required security deposit had been paid, leaving the remaining balance of \$525 due. The tenancy agreement commenced on December 15, 2004.

A previous order (File #10-8477, filed on June 15, 2005) required the respondents to pay rent arrears and repair costs and terminated the tenancy agreement on June 30, 2005 unless the arrears, repair costs and the outstanding security deposit totalling \$2068.50 was paid in full. The

order also required the respondents to pay future rent on time.

The evidence indicates that the rent arrears and repair costs were not paid in full by June 30, 2005 and the rent account has remained in arrears since the previous order was filed. I assume the applicant has reinstated this tenancy agreement despite the fact that the previous order was not satisfied.

I find the respondents in breach of their obligation to pay rent and their obligation to provide the full amount of the security deposit. I find the rent arrears to be \$1743.50 and the balance of the security deposit owing to be \$525.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1743.50 and terminating the tenancy agreement on December 16, 2005 unless the rent arrears (\$1743.50), balance of the security deposit (\$525) and the December, 2005 rent (\$1050) in the total amount of \$3318.50 is paid in full.

Hal Logsdon
Rental Officer