

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **LAWRENCE CHOQUETTE**, 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:

5655 NWT LTD.

Applicant/Landlord

- and -

LAWRENCE CHOQUETTE

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 nine thousand four hundred ninety seven dollars and twenty nine cents (\$9497.29).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement for the premises known as 304 Bellanca Avenue, Yellowknife, NT shall be terminated on June 22, 2007 and the respondent shall vacate the premises on that date unless the rent arrears are 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 13th day of June, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **LAWRENCE CHOQUETTE**, 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.

BETWEEN:

5655 NWT LTD.

Applicant/Landlord

-and-

LAWRENCE CHOQUETTE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: June 12, 2007

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Devon Hall, representing the applicant
Ted Studer, representing the applicant

Date of Decision: June 12, 2007

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent to the rental premises by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and 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. The applicant provided a statement of the rent which indicated a balance of rent owing as at May 25, 2007 in the amount of \$8006.29. The applicant stated that since that time, the June, 2007 rent had come due in the amount of \$1499 and no payments of rent had been received, bringing the balance owing to \$9505.29. Penalties for late rent have been applied to the account but the interest rate used is not correct. The applicant recalculated the penalties in accordance with the Act and amended the statement balance to \$7998.29. Adding the June rent to that amount results in a balance owing of \$9497.29.

I find the amended statement in order and find the respondent in breach of his obligation to pay rent. 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 applicant rent arrears in the amount of \$9497.29 and terminating the tenancy agreement on June 22, 2007 unless the arrears are paid in

full. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

Hal Logsdon
Rental Officer