

IN THE MATTER between **NORTHERN PROPERTY LIMITED PARTNERSHIP**,
Applicant, and **JOHN BONNETROUGE**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

- and -

JOHN BONNETROUGE

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 three thousand seven hundred fifty dollars (\$3750.00).
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 306, 490 Range Lake Road, Yellowknife, NT shall be terminated on July 26, 2010 and the respondent shall vacate the premises on that date, unless at least two thousand five hundred dollars (\$2500.00) of the outstanding rent arrears is paid in full.

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 Apartment 306, 490 Range Lake Road, Yellowknife, NT shall be terminated on August 15, 2010 and the respondent shall vacate the premises on that date, unless the remainder of the rent arrears and the August, 2010 rent in the total amount of two thousand five hundred dollars (\$2500.00) is paid in full.
4. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to pay for electricity during the term of the tenancy.
5. 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 8th day of July, 2010.

Hal Logsdon
Rental Officer

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Applicant, and **JOHN BONNETROUGE**, 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:

NORTHERN PROPERTY LIMITED PARTNERSHIP

Applicant/Landlord

-and-

JOHN BONNETROUGE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: **July 7, 2010**

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Joyce Dust, representing the applicant
John Bonnetrouge, respondent

Date of Decision: **July 7, 2010**

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondent to pay the applicant the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid in full.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$3750. The monthly rent for the premises is \$1250. The applicant stated that the required security deposit had been paid in full.

The applicant also testified that the electrical service had been discontinued for non-payment and asked for an order requiring the respondent to re-establish the account and pay for the service for the remainder of the term. The tenancy agreement between the parties obligates the tenant to pay for electricity.

The respondent did not dispute the allegations and stated that he could pay \$2500 on or before July 26, 2010 and the remainder of the arrears plus the August, 2010 rent by August 15, 2010.

The applicant stated that they would be satisfied with an order terminating the tenancy agreement unless those payments were made as proposed.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3750.

In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent

arrears are paid in accordance with the agreed upon payment plan.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$3750. The order shall terminate the tenancy agreement on July 26, 2010 unless payments totalling \$2500 are paid on or before that date. Provided that payment is made, the order shall terminate the tenancy agreement on August 15, 2010 unless the remainder of the rent arrears (\$1250) and the August rent (\$1250) are paid in full. If the tenancy agreement continues, the respondent is ordered to pay future rent on time. The order shall also require the respondent to comply with his obligation to pay for electricity directly to the supplier during the term of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer