

IN THE MATTER between **LONA HEGEMAN C/O TRITON PROPERTY MANAGEMENT**, Applicant, and **TREVOR BOURQUE**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act") and amendments thereto;

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT**.

BETWEEN:

LONA HEGEMAN C/O TRITON PROPERTY MANAGEMENT

Applicant/Landlord

- and -

TREVOR BOURQUE

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 dollars (\$3000.00).
2. Pursuant to section 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 215 Fairchild Crescent, Yellowknife, NT shall be terminated on February 29, 2016 and the respondent shall vacate the rental 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 3rd day of February, 2016.

Hal Logsdon
Rental Officer

IN THE MATTER between **LONA HEGEMAN C/O TRITON PROPERTY MANAGEMENT**, Applicant, and **TREVOR BOURQUE**, 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:

LONA HEGEMAN C/O TRITON PROPERTY MANAGEMENT

Applicant/Landlord

-and-

TREVOR BOURQUE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: February 3, 2016

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Paula Smith representing the applicant

Date of Decision: February 3, 2016

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 and terminating the tenancy agreement.

The monthly rent for the premises is \$1300. The applicant testified that only \$900 had been paid in December, 2015 and no rents had been paid in January or February, 2016 bringing the balance owing to \$3000.

O/S December/15 rent	\$400
January/16 rent	1300
February /16 rent	<u>1300</u>
Total rent arrears	\$3000

The applicant stated that they would be agreeable to continuing the tenancy if the rent arrears were paid in full before February 29, 2016.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$3000.

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 of \$3000 and terminating the tenancy agreement on February 29, 2016 unless the rent arrears are paid in full.

The respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer