

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **TRAVIS BONNETROUGE AND SANDRA YATCHOTAY**,
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 **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

TRAVIS BONNETROUGE AND SANDRA YATCHOTAY

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Travis Bonnetrouge shall pay the applicant rent arrears in the amount of two thousand five hundred fifty dollars (\$2550.00).
2. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents Travis Bonnetrouge and Sandra Yatchotay shall pay the applicant rent arrears in the amount of four hundred thirty eight dollars (\$438.00).

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of
November, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **TRAVIS BONNETROUGE AND SANDRA YATCHOTAY**,
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:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

TRAVIS BONNETROUGE AND SANDRA YATCHOTAY

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	November 4, 2002
<u>Place of the Hearing:</u>	Fort Providence, NT
<u>Appearances at Hearing:</u>	Diana Gargan, representing the applicant
<u>Date of Decision:</u>	November 8, 2002

REASONS FOR DECISION

The respondents were served Notices of Attendance on October 15, 2002 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$12,064.

I note that there have been two previous orders made with regard to these premises. The first (file #10-6383, filed on December 13, 2000) ordered Travis Bonnetrouge and Clifford Bonnetrouge to pay the applicant rent arrears in the amount of \$8186. The rental officer denied the request for termination of the tenancy agreement as all of the tenants were not named in the application. The second (file #10-6757, filed on November 9, 2001) ordered Joe Bonnetrouge, Malvina Bonnetrouge and Travis Bonnetrouge to pay rent arrears in the amount of \$908. Again, the rental officer denied the applicant's request to terminate the tenancy agreement. In the reasons for the decision, the rental officer noted that there was no action on the part of the applicant to enforce the previous order even though both respondents in that action appear to be employed. He also noted that Joe and Malvina Bonnetrouge are senior citizens who lack the ability to pay the rent which is assessed on the income of the employed members of the household.

Not much has changed since the last order was filed. The rent continues to be charged based on the income of the employed household members who have made little effort to pay the assessed rent or the arrears. The applicant has yet to enforce either of the orders previously issued. While I would be willing to consider termination of the tenancy agreement if the applicant would agree to relocate the senior tenants to their own premises, suitable to a senior couple, I am not prepared to issue a termination order which would deprive Joe and Malvina Bonnetrouge of subsidized public housing. The applicant's request for termination of the tenancy agreement is denied.

In the matter of the rent arrears, I shall issue an order requiring the payment of the arrears. As previous orders have already been made for \$9076, an order for the remainder, \$2988, shall be issued. The tenancy agreement names Joe Bonnetrouge, Malvina Bonnetrouge, Travis Bonnetrouge and Sandra Yatchotay as joint tenants. The agreement is dated August 16, 2002 but states that the term began February 13, 1987. This is obviously incorrect as Ms. Yatchotay was not on the written tenancy agreement produced at the previous hearing in 2001. The applicant was unable to determine when the current written agreement commenced. I think it is fair to assume that the date of execution of the agreement was also the commencement date. Therefore I find that Travis Bonnetrouge is solely responsible for \$2550 and Travis Bonnetrouge and Sandra Yatchotay are jointly responsible for the remainder, \$438. An order will be issued requiring the respondents to pay the applicant those amounts.

Hal Logsdon
Rental Officer