

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **KNUTE NORWEGIAN AND ROSEMARY 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 **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

KNUTE NORWEGIAN AND ROSEMARY 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 nine hundred eighty seven dollars and seventy one cents (\$987.71).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to accurately report household income in accordance with the written tenancy agreement.

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3. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as #0029/82 shall be terminated on December 15, 2002 and the respondents shall vacate the rental premises on that day, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of November, 2002.

Hal Logsdon
Rental Officer

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-and-

KNUTE NORWEGIAN AND ROSEMARY BONNETROUGE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 4, 2002

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant
Rosemary Bonnetrouge, respondent

Date of Decision: November 4, 2002

REASONS FOR DECISION

The respondent was required to appear at a hearing on November 5, 2002 at 9:30 AM but appeared on November 4, 2002 and indicated she was prepared to proceed and to represent the joint tenants. With the consent of both applicant and respondent, the matter was heard on November 4, 2002.

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. The applicant also alleged that the respondents had failed to report all household income pursuant to article 6 of the written 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 \$1051.71.

The respondent testified that they had returned from school in mid-June, 2002 to find that there was no running water in the rental premises and backed up sewage. The respondent testified that the premises were uninhabitable and that the applicant did not repair the premises until August, 2002. During that period, the respondent indicated that she stayed with her sister. She also indicated that Mr. Norwegian had only recently become employed.

The applicant acknowledged that the premises had not been repaired promptly and testified that

the repairs were completed in the first week of August, 2002.

The tenant ledger appears to be in order and I find the rent arrears to be \$1051.71. The tenant ledger indicates that rent was charged for the months of June, July and August in the amount of \$32/month. In my opinion, the failure of the landlord to repair the unit in a timely manner is a substantial breach of the tenancy agreement and compensation to the respondent is reasonable. In my opinion, a full rebate of rent paid for the two month period that the unit was not occupied is reasonable. Deducting that amount, \$64, from the outstanding arrears brings the balance owing to \$987.71. An order shall be issued requiring the respondents to pay the applicant that amount.

In the matter of income reporting, I find the respondents have breached their obligation to accurately report the household income in accordance with the written tenancy agreement. The order shall require them to comply with that obligation.

The order will terminate the tenancy agreement between the parties on December 15, 2002 unless the respondents pay the applicant rent arrears in the amount of \$987.71 and report the household income to the landlord in accordance with the tenancy agreement.

Hal Logsdon
Rental Officer