

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GEORGE DENEYOUA AND BETTY ANN 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 -

GEORGE DENEYOUA AND BETTY ANN 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 one hundred seventy two dollars and eleven cents (\$172.11).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 22nd day of July,
2003.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GEORGE DENEYOUA AND BETTY ANN 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.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

GEORGE DENEYOUA AND BETTY ANN BONNETROUGE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 14, 2003

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant

Date of Decision: July 14, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on June 20, 2003 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 the full amount of the rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$370.11. The applicant also provided a copy of the tenancy agreement between the parties which commenced on April 1, 2003 and indicated that prior to that date, the tenancy agreement was between the applicant and David Bonnetrouge as sole tenant.

Some of the arrears on the tenant ledger accrued prior to the commencement of the tenancy agreement and are the sole responsibility of the former tenant, David Bonnetrouge, who was not named on the application.

I find the respondents are obligated to pay rent which has accrued since April 1, 2003 less any payments or credits applied to the account. I find that amount to be \$172.11, calculated as follows:

April/03 rent	\$32.00
May/03 rent	115.00

Power rebate	(85.89)
June/03 rent	79.00
July/03 rent	<u>32.00</u>
Balance Owing	\$172.11

An order shall be issued requiring the respondents to pay the applicant rental arrears in the amount of \$172.11 and to pay future rent on time.

Hal Logsdon
Rental Officer