

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **GERALDINE ELLEZE**, 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 **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**GERALDINE ELLEZE**

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 two thousand four hundred ninety one dollars (\$2491.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of one thousand forty four dollars and seventy eight cents (\$1044.78).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondent may pay the rent arrears and repair costs in monthly installments of no less than two hundred dollars

(\$200.00), payable with the rent until the arrears and repair costs are paid in full. The first payment shall be due on November 1, 2004.

4. 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 5th day of October, 2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**GERALDINE ELLEZE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 30, 2004

**Place of the Hearing:** Fort Providence, NT via teleconference

**Appearances at Hearing:** Loretta Landry, representing the applicant

**Date of Decision:** October 5, 2004

### **REASONS FOR DECISION**

The application was made against joint tenants Geraldine Elleze and Henry Landry. Neither tenant currently occupies the premises. The applicant provided a service address for Ms. Elleze, who is attending school, and both tenants were served with Notices of Attendance at that address. Ms. Elleze appears to have been served but Mr. Landry's notice was returned and marked "moved". Neither tenant appeared at the hearing. I am satisfied that Ms. Elleze was duly served with a Notice of Attendance but do not believe Mr. Landry was notified of the time and place of the hearing. Therefore the order shall be made against Geraldine Elleze only.

The applicant alleged that the respondent breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises that were the result of her negligence. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$2491. The applicant also provided four invoices for repairs of damages to the premises in the total amount of \$1144.78 and testified that the outstanding balance owing with respect to the invoices was \$1044.78.

The premises are subsidized public housing and the monthly rent is based on the household income of the occupants. In this matter, it appears that the rent was based to some degree on Mr.

Landry's income but has most recently been based on only Ms Elleze's income and assessed at the minimum rent of \$32. Mr. Landry does not appear to be residing in the premises any longer.

I find the applicant's ledger in order and find rent arrears in the amount of \$2941. I find the repair costs of \$1044.78 to be reasonable and made necessary due to the tenant's negligence. In my opinion, the respondent should be given the opportunity to pay these amounts through installments. As the respondent is currently a student and it is likely that much of the arrears are a result of Mr. Landry's income, I do not feel that termination is in order. Unfortunately the respondent chose to not appear at the hearing, leaving my judgement of her financial ability to pay to guesswork.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs in the total amount of \$3535.78. The respondent shall pay the amount on monthly installments of no less than \$200 along with the assessed rent. The first payment shall be due on November 1, 2004. The order shall require the respondent to pay future rent on time.

Should the respondent fail to pay the arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the applicant may file a future application seeking the lump sum payment of the remaining balance and/or termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer