

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **JERROLD BONNETROUGE AND APRIL GARGAN**, 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 -

**JERROLD BONNETROUGE AND APRIL GARGAN**

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 seven hundred fifty dollars (\$750.00).

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of October,  
2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JERROLD BONNETROUGE AND APRIL GARGAN**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>September 30, 2004</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Providence, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Loretta Landry, representing the applicant Jerrold Bonnetrouge, respondent April Gargan, respondent</b>
<b><u>Date of Decision:</u></b>	<b>September 30, 2004</b>

**REASONS FOR DECISION**

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant withdrew the request for an order terminating the tenancy agreement and sought an order requiring the respondents to pay the alleged rent arrears and repair costs.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$750. The applicants did not dispute the amount of rent owing.

The applicant provided two invoice for repairs in evidence. The first was for repairs to a wall in the amount of \$165. The respondents disputed the allegations of tenant damage, stating that the damage was done by a person that their babysitter had permitted in the premises. In my opinion, the respondents are not responsible for the damages as they did not permit the person who damaged the premises to enter the premises. The second invoice was for door repairs in the amount of \$470.36. I note a previous order (File #10-7429, filed on July 30, 2003) required the respondents to pay this amount. There is no requirement to issue an additional order. The applicant's request for repair costs is therefore denied.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$750. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$750.

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Hal Logsdon  
Rental Officer