

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **PETER CAZON SR. AND DORA DENEYOUA**, 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 SIMPSON, NT.**

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

PETER CAZON SR. AND DORA DENEYOUA

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 two thousand nine hundred sixty two dollars and twenty three cents (\$2962.23).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs to repair tenant damages to the premises in the amount of thirty six dollars (\$36.00).
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as RS1, 9808B-104 Avenue, Fort

Simpson, NT shall be terminated on May 1, 2006 and the respondents shall vacate the premises on that date, unless rent arrears and repair costs in the total amount of two thousand nine hundred ninety eight dollars and twenty three cents (\$2998.23) are paid in full.

4. 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 March, 2006.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

PETER CAZON SR. AND DORA DENEYOUA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 16, 2006

Place of the Hearing: Fort Simpson, NT

Appearances at Hearing: Hilda Gerlock, representing the applicant

Date of Decision: March 16, 2006

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises which were the result of their negligence. The applicant provided a statement of account in evidence which indicated a balance of rent owing in the amount of \$2962.23 and outstanding repair costs in the amount of \$36. The applicant testified that the repair costs were for the repair of a broken window.

I find the statement in order and find the respondents in breach of their obligations to pay rent and to repair damages to the rental premises which were caused by their negligence. I find the rent arrears to be \$2962.23. I find the repair costs of \$36 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless these amounts are promptly paid. The applicant's suggested termination date of May 1, 2006 is, in my opinion, reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears and repair costs in the amount of \$2998.23 and terminating the tenancy agreement on May 1, 2006 unless those amounts are paid in full.

Hal Logsdon
Rental Officer