

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **STANLEY SQUIRREL AND MONA LESAGE**, 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 -

STANLEY SQUIRREL AND MONA LESAGE

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 five thousand one hundred fifty eight dollars and forty four cents (\$5158.44).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of one hundred forty dollars (\$140.00).
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 Unit 1, Lot 73, Fort Providence,

NT shall be terminated on September 30, 2007 and the respondents shall vacate the premises on that date unless the rent arrears and the repair costs in the total amount of five thousand two hundred ninety eight dollars and forty four cents (\$5298.44) 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 1st day of June, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **STANLEY SQUIRREL AND MONA LESAGE**, 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-

STANLEY SQUIRREL AND MONA LESAGE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 30, 2007

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Loretta Landry, representing the applicant

Date of Decision: June 1, 2007

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to their usual address. 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 rental premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement on July 31, 2007 unless the rent arrears and repair costs were paid in full. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at March 22, 2007 in the amount of \$5091.44. The applicant testified that since that date the April rent of \$104 had come due, the May rent of \$463 had come due and two payments totalling \$500 had been received, bringing the balance of rent owing to \$5158.44.

The applicant also provided an invoice for the repair of a plugged toilet in the amount of \$140.

The rent ledger indicates that the rent arrears have increased by more than \$2000 over the past twelve months. Although the respondents make rent payments for most months, the payments are often insufficient to meet the monthly assessed rent. Some months have been missed altogether.

In the matter of the repair costs, I find the damages a result of the respondents' negligence and find the costs of \$140 to be reasonable.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the premises. I find the rent arrears to be \$5158.44 and the repair costs to be \$140. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are paid within a reasonable period of time. The applicant suggested that September 30, 2007 might be a more reasonable date. I agree.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5158.44 and repair costs in the amount of \$140 and terminating the tenancy agreement on September 30, 2007 unless the rent arrears and repair costs in the total amount of \$5298.44 are paid in full. The respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer