

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **PETER LANDRY AND TEENA CAUSA**, 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 -

**PETER LANDRY AND TEENA CAUSA**

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 six hundred eighty eight dollars and fifty six cents (\$5688.56).
2. 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 33, Lot 21-9, Fort Providence, NT shall be terminated on September 30, 2007 and the respondents shall vacate the premises on that date unless the rent arrears in the amount of five thousand six hundred eighty eight dollars and fifty six cents (\$5688.56) are paid in full.

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3. 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.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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-and-

**PETER LANDRY AND TEENA CAUSA**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>May 30, 2007</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 Peter Landry, respondent</b>
<b><u>Date of Decision:</u></b>	<b>June 1, 2007</b>

**REASONS FOR DECISION**

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 30, 2007 in the amount of \$5374.56. The applicant testified that since that date a credit adjustment to the March, 2007 rent had been applied in the amount of \$579 and the April, 2007 rent had come due in the amount of \$893 bringing the balance of rent owing to \$5688.56. The applicant stated that the February, 2007 rent had been assessed at the full unsubsidized rate of \$1140 because the respondents failed to provide any income information on which to calculate a subsidized rent. A memo from the Income Support Officer confirms that no income information was received.

The applicant also provided an invoice for the repair of an exterior door in the amount of \$65.88. and stated that the damages were not reported to the police and therefore considered to be the responsibility of the respondents.

The respondent did not dispute the allegations regarding rent and stated that he intended to have his employer deduct \$400 off each bi-weekly pay cheque and remit it to the applicant. He later

revised the amount to \$500. The respondent denied damaging the door, testifying that the damages were caused by vandalism and not by anyone permitted in the premises. He stated that he had reported the damages to the police who were unable to locate the offenders.

The rent ledger indicates that the last payment of rent received was on March 30, 2007 in the amount of \$300. The rent for March, 2007 was \$561. Over the past twelve months, the assessed rent totalled \$4055 and only four payments totalling \$396 have been made by the respondents.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$5688.56. I find the application of the unsubsidized rent in February, 2007 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid within a reasonable period of time. The applicant suggested that September 30, 2007 might be a more reasonable date. I agree.

In the matter of the repair costs, I find the damages a result of vandalism and not the responsibility of the respondents. The applicant's request for costs relating to the repairs is denied.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5688.56 and terminating the tenancy agreement on September 30, 2007 unless that amount is paid in full. The respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer