

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CLARENCE TONKA AND PRISCILLA 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 -

CLARENCE TONKA AND PRISCILLA CAUSA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of two thousand seven hundred seventy four dollars (\$2774.00). The respondents may pay the rent arrears in monthly installments of no less than four hundred dollars (\$400.00) the first payment becoming due no later than October 31, 2007 and payable thereafter no later than the last day of every month until the rent arrears are paid in full.

2. 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 5
th day of October, 2007.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CLARENCE TONKA AND PRISCILLA 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.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

CLARENCE TONKA AND PRISCILLA CAUSA

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 28, 2007
<u>Place of the Hearing:</u>	Fort Providence, NT via teleconference
<u>Appearances at Hearing:</u>	Loretta Landry, representing the applicant Clarence Tonka, respondent Priscilla Causa, respondent
<u>Date of Decision:</u>	September 28, 2007

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 between the parties unless the alleged rent arrears were paid in full by December 21, 2007. The premises are subsidized public housing.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing as at July 5, 2007 in the amount of \$2774. The respondent stated that the August and September rents of \$32/month had come due and had been paid. The applicant also provided a work order and invoice outlining repairs to an exterior door costing \$568.52. The work order indicates that the tenants kicked in the door.

The respondents did not dispute the allegations pertaining to rent but denied that the damage to the door was caused by them. The respondents testified that the door was damaged when the tenancy commenced and that the damage was noted on the check-in inspection report. The applicant acknowledged that the inspection report noted damage to the door but stated that she believed the door had been further damaged due to the negligence of the tenants. The applicant relied solely on the work order to support her allegations concerning the damage and the originator of the work order was not available at the hearing for cross-examination by the respondents.

On the balance of probabilities I can not find the damage to the door to be the result of the respondents' negligence. The applicant's request for an order requiring the respondents to pay for the repair costs to the door are denied.

The respondents offered to pay the rent arrears through monthly payments of \$400 plus the monthly rent. The applicant agreed to the arrangement.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2774. An order shall issue requiring the respondents to pay the applicant rent arrears of \$2774 in monthly installments of no less than \$400. The first payment shall be due no later than October 31, 2007 and payments shall be made no later than the last day of every month thereafter until the rent arrears are paid in full. The respondent shall also be ordered to pay the monthly rent on time.

Should the respondents fail to make payments in accordance with this order or fail to pay the monthly rent on time, the applicant may make another application seeking the full amount of any remaining amount and termination of the tenancy agreement.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer