

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **TRAVIS BONNETROUGE AND SANDRA YATCHOTAY**,
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 -

TRAVIS BONNETROUGE AND SANDRA YATCHOTAY

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 four thousand six dollars and twenty cents (\$4006.20).
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 65B, Lot 145, Fort Providence, NT shall be terminated on December 31, 2007 and the respondents shall vacate the premises on that date unless rent arrears in the amount of four thousand six dollars and twenty cents (\$4006.20) are paid in full.

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 5th day of October, 2007.

Hal Logsdon
Rental Officer

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-and-

TRAVIS BONNETROUGE AND SANDRA YATCHOTAY

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 Travis Bonnetrouge, respondent Sandra Yatchotay, 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 sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties unless the alleged rent arrears were paid in full by December 31, 2007.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing as at August 9, 2007 in the amount of \$4006.20. The applicant testified that they did not seek an order for the September, 2007 rent and that no payments had been received since the last entry on the ledger. The applicant also testified that the parties had agreed to a payment plan in May, 2007 but the respondents had failed to make payments in accordance with the agreement.

The respondents did not dispute the allegations and stated that they could pay the arrears in full by December 31, 2007.

A previous order (File #10-7118, filed on November 13, 2002) required the respondents to pay the applicant rent arrears. That order has been satisfied.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$4006.20. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless

these rent arrears are paid in full. An order shall issue requiring the respondents to pay rent arrears in the amount of \$4006.20 and terminating the tenancy agreement on December 31, 2007 unless that amount is paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer