

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **NOEL BONNETROUGE AND LUCY LANDRY**, 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 -

**NOEL BONNETROUGE AND LUCY LANDRY**

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 four hundred thirteen dollars and twelve cents (\$5413.12).
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 11, Lot 56 South, Fort Providence, NT shall be terminated on January 31, 2008 unless the rent arrears in the amount of five thousand four hundred thirteen dollars and twelve cents (\$5413.12) 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 25th day of October, 2007.

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Hal Logsdon  
Rental Officer

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-and-

**NOEL BONNETROUGE AND LUCY LANDRY**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>October 22, 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 Noel Bonnetrouge, respondent Lucy Landry, respondent</b>
<b><u>Date of Decision:</u></b>	<b>October 22, 2007</b>

**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 arrears and terminating the tenancy agreement on January 31, 2008 unless the alleged arrears were paid in full.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$5413.12. The applicant stated that an agreement had been made with the respondents to pay the rent arrears in monthly payments but that agreement had been breached.

The respondents did not dispute the allegations and stated that they would pay the rent arrears by January 31, 2008 or vacate the premises. The respondents noted that they found it difficult to budget for rent when the assessments were so often made several weeks after the income information was provided to the Income Security Officer.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$5413.12. In my opinion, there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent arrears are promptly paid. I note that almost all of the rent arrears have accumulated since the authority for rent assessment was transferred from the landlord to the Department of Education, Culture and Employment.

However, in my opinion, the respondents' rent arrears are more the result of not paying the full amount of the rent rather than any failure of the Income Security Officer to assess the rent on a

timely basis.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$5413.12 and terminating the tenancy agreement on January 31, 2008 unless those rent arrears are paid in full. Should the tenancy agreement continue, the respondents are ordered to pay future rent on time.

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

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Hal Logsdon  
Rental Officer