

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MARCEL GARGAN AND RENELDA BONNETROUGE**,
Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

MARCEL GARGAN AND RENELDA BONNETROUGE

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 thirteen thousand one hundred fifty three dollars and five cents (\$13,153.05).
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 ninety two dollars and sixty seven cents (\$192.67).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 65A, Lot 145, Fort

Providence, NT shall be terminated on June 24, 2011 and the respondents shall vacate the premises on that date unless the rent arrears and the repair costs in the total amount of thirteen thousand three hundred forty five dollars and seventy two cents (\$13,345.72) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 3rd day of June,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MARCEL GARGAN AND RENELDA BONNETROUGE**,
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-

MARCEL GARGAN AND RENELDA BONNETROUGE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 3, 2011
<u>Place of the Hearing:</u>	Fort Providence, NT via teleconference
<u>Appearances at Hearing:</u>	Rose Vandell, representing the applicant Marcel Gargan, respondent Renelda Bonnetrouge, respondent
<u>Date of Decision:</u>	June 3, 2011

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 repairs costs and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$13,153.05. The rent for April, 2011 has been assessed at the full unsubsidized amount of \$1177 because the respondents failed to report the household income to enable a subsidized rent to be calculated. The applicant also provided two invoices totalling \$192.67 for repairs to an entry door.

The respondents did not dispute the allegations.

The applicant stated that many notices had been served on the respondents urging them to address the arrears and agree to a payment plan but to date, the arrears continue to increase. The ledger indicates that the last payment was made on April 8, 2011.

I find the ledger in order and find the respondents in breach of their obligation to pay rent and their obligation to pay for repair costs. I find the rent arrears to be \$13,153.05. I find the repair costs of \$192.67 to be reasonable. In my opinion, there are sufficient grounds to terminate the

tenancy agreement unless the rent arrears and the repair costs are paid in full. The respondents have been given numerous opportunities to begin to pay the rent arrears but what payments they do make are insufficient to pay even the monthly rent.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$13,153.05 and repair costs of \$192.67. The tenancy agreement between the parties shall be terminated on June 24, 2011 unless those amounts are paid in full.

Hal Logsdon
Rental Officer