

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY ON BEHALF OF NWT HOUSING CORPORATION**, Applicant, and **JENNIFER CHEEZIE AND BRUCE BEAULIEU**, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **FORT SMITH, NT.**

BETWEEN:

**FORT SMITH HOUSING AUTHORITY ON BEHALF OF  
NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**JENNIFER CHEEZIE AND BRUCE BEAULIEU**

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 three thousand sixty six dollars and eighty two cents (\$3066.82).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of four hundred four dollars and forty three cents (\$404.43).

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 13th day of January, 2016.

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Hal Logsdon  
Rental Officer

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Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>December 17, 2015</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Smith, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Kevin Mageean, representing the applicant Jennifer Cheezie, respondent</b>
<b><u>Date of Decision:</u></b>	<b>December 17, 2015</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 to pay future rent on time. The premises are subsidized public housing.

The applicant provided two lease balance statements in evidence. The first related to a tenancy agreement between the parties for premises located at 8 McDougal Road and indicated a balance of rent owing in the amount of \$722.82. The second related to premises located at 141 Field Street and indicated a balance of rent owing of \$2344 and outstanding repair costs of \$404.43. The applicant testified that the tenants were transferred from 8 McDougal Street to 141 Field Street and the tenancy agreement amended accordingly.

The repair costs relate to the unclogging of a toilet (\$364.43) and a call out to unlock a door (\$40).

The respondent did not dispute the allegations.

I find the statements in order and find the respondents in breach of their obligation to pay rent and to repair damages to the premises. I find the total rent arrears to be \$3066.82 and find the repair costs of \$404.43 reasonable.

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An order shall be issued requiring the respondents to pay the applicant rent arrears of \$3066.82, repair costs of \$404.43 and to pay future rent on time.

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Hal Logsdon  
Rental Officer