

IN THE MATTER between **TULITA HOUSING ASSOCIATION**, Applicant, and **JANICE HORASSI AND BRUCE WRIGLEY**, 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 **TULITA, NT**.

BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**JANICE HORASSI AND BRUCE WRIGLEY**

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 fifteen thousand three hundred fifty two dollars and nine cents (\$15,352.09).
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 six dollars and fifty five cents (\$406.55).
3. 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 #0083, Tulita, NT shall be

terminated on August 31, 2007 and the respondents shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of fifteen thousand seven hundred fifty eight dollars and sixty four cents (\$15,758.64) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of July, 2007.

Hal Logsdon  
Rental Officer

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R-5 (the "Act");

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BETWEEN:

**TULITA HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**JANICE HORASSI AND BRUCE WRIGLEY**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 18, 2007</b>
<b><u>Place of the Hearing:</u></b>	<b>Tulita, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Helen Squirrel, representing the applicant Janice Horassi, respondent Bruce Wrigley, respondent</b>
<b><u>Date of Decision:</u></b>	<b>July 18, 2007</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 terminating the tenancy agreement between the parties. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance owing in the amount of \$15,758.64. Work orders and invoices for repairs were also provided in evidence and the applicant testified that the repairs were made necessary due to the negligence of the respondents or persons they permitted in the premises. Of the \$15,758.64 balance shown on the ledger, \$406.55 was for repair costs.

The respondents did not dispute the allegations. They stated that they wanted to make arrangements to pay the outstanding rent and repair costs. Both respondents stated they were currently looking for work .

A previous order (File #20-8309, filed on April 21, 2005) required the respondents to pay rent arrears and repair costs in monthly installments. Although the order has now been satisfied, the ledger indicates that the payments were not made in accordance with the order. The applicant testified that other payment plans had also been arranged with the respondents but had been breached. The applicant also expressed concern that the premises were being repeatedly damaged

by the respondents.

It is apparent from the evidence that the respondents have enjoyed reasonable income but ignored their obligation to pay the full amount of the rent. Despite a previous order and arrangements with the landlord to pay the rent arrears, they continue to fall deeper in arrears. Given the poor history of rent payment and damages to the premises, it is not reasonable to deny the applicant the remedy of termination they have requested unless the outstanding rent and repair costs are paid promptly.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the premises. I find the rent arrears to be \$15,352.09. I find the repair costs of \$406.55 to be reasonable. In my opinion there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are promptly paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$15,352.09 and repair costs in the amount of \$406.55 and terminating the tenancy agreement on August 31, 2007 unless those amounts are paid in full.

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

Hal Logsdon  
Rental Officer

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