

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

JERRALD BONNETROUGE AND APRIL GARGAN

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 hundred sixty seven dollars (\$567.00).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damage to the premises in the amount of four hundred seventy dollars and thirty six cents (\$470.36)
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 21st day of July,
2003.

Hal Logsdon
Rental Officer

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-and-

JERRALD BONNETROUGE AND APRIL GARGAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 15, 2003

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant

Date of Decision: July 15, 2003

REASONS FOR DECISION

The respondents were served with Notices of Attendance on June 20, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and by failing to repair damages to the premises which were the result of their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and costs related to the repair of the alleged damages.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$567. The applicant also provided an invoice and work order for repairs to three interior doors. The applicant testified that the repairs were made necessary due to the negligence of the tenant or persons permitted on the premises by the tenant.

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 \$567. I also find the respondents in breach of their obligation to repair tenant damages. The work orders and testimony of the landlord indicated that these damages were not the result of normal wear and tear. The landlord has incurred costs to repair the damages and I find the costs reasonable.

An order shall be issued requiring the respondents to pay the applicant rent arrears and costs

related to the repair of tenant damages in the total amount of \$1037.36. The order shall also require the respondents to pay future rent on time.

Hal Logsdon
Rental Officer