

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **FRED MCLEOD AND SANDRA 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,  
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**FRED MCLEOD AND SANDRA 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 seven hundred twenty six dollars and twenty six cents (\$726.26).
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 9, Lot 59-5, Fort Providence, NT shall be terminated on November 30, 2004 unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of October,  
2004.

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Hal Logsdon  
Rental Officer

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-and-

**FRED MCLEOD AND SANDRA BONNETROUGE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 30, 2004

**Place of the Hearing:** Fort Providence, NT via teleconference

**Appearances at Hearing:** Loretta Landry, representing the applicant  
Pearl Leishman, representing the respondent  
Sandra Bonnetrouge, respondent

**Date of Decision:** September 30, 2004

**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 respondent to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$932. The applicant stated that the respondent had made a recent payment of \$205.74 bringing the balance of rent owing to \$726.26. The respondent did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$726.26. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The applicant suggested that the order terminate the tenancy on November 30, 2004 unless the respondents paid the rent arrears. In my opinion, that is reasonable.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$726.26 and terminating the tenancy agreement on November 30, 2004 unless those arrears are paid in full.

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Hal Logsdon  
Rental Officer