

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MAURICE NADLI AND ROSE TEASDALE**, 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 -

MAURICE NADLI AND ROSE TEASDALE

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 two thousand ninety three dollars and seventy one cents (\$2093.71).
2. Pursuant to section 42(3)©) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages to the premises in the amount of four hundred forty dollars and twenty nine cents (\$440.29).
3. Pursuant to section 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears and repairs costs in monthly installments of no less than two hundred dollars

(\$200.00). The first installment shall be due on November 1, 2004 and payable thereafter, along with the rent, on the first day of each month until the arrears and repair costs are paid in full.

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

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

MAURICE NADLI AND ROSE TEASDALE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	September 30, 2004
<u>Place of the Hearing:</u>	Fort Providence, NT via teleconference
<u>Appearances at Hearing:</u>	Loretta Landry, representing the applicant Maurice Nadli, respondent
<u>Date of Decision:</u>	October 6, 2004

REASONS FOR DECISION

The applicant alleged that the respondents breached the tenancy agreement by failing to pay rent and failing to repair damages to the premises which were the result of tenant negligence. 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 applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$2388.71. The applicant indicated that the full unsubsidized rent had been assessed in August, 2004 because the respondent had failed to provide the full verification of his monthly income. The respondent did not dispute the allegations pertaining to rent and stated that he would look for the missing income information. Immediately following the hearing, the applicant contacted the rental officer and reported that the respondent had provided the necessary information and the rent had been adjusted to reported income resulting in an amended balance owing of \$2093.71.

The applicant also provided a copy of an invoice for door repairs in the amount of \$440.29 and stated that the repairs were made necessary due to the negligence of the tenants or persons they permitted in the premises. The respondent did not dispute the allegations.

The respondent offered to pay the amounts owing in installments but the parties were unable to agree on an amount. In my opinion the monthly rent plus an additional \$200 is reasonable.

I find the respondents in breach of their obligation to pay rent and repair damages to the rental premises. I find the rent arrears to be \$2093.71 and the repair costs of \$440.29 reasonable.

An order shall issue requiring the respondents to pay rent arrears and repairs costs in the total amount of \$2534 and permitting the respondents to pay that amount in monthly installments of \$200, along with the rent, until the amount is paid in full. The first installment shall be due on November 1, 2004.

Should the respondents fail to pay the rent arrears and repair costs in accordance with this order or fail to pay the monthly rent on time, the respondent may file a future application seeking the lump sum payment of any balance owing and termination of the tenancy agreement.

Hal Logsdon
Rental Officer