

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **GILBERT BOUVIER AND SHIRLEY 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 -

**GILBERT BOUVIER AND SHIRLEY BONNETROUGE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 18(5) of the *Residential Tenancies Act*, the applicant shall return a portion of the retained security deposit to the respondents in the amount of one hundred ninety one dollars and seventeen cents (\$191.17).

DATED at the City of Yellowknife, in the Northwest Territories this 2nd day of August,  
2007.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter  
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BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**GILBERT BOUVIER AND SHIRLEY BONNETROUGE**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>July 26, 2007</b>
<b><u>Place of the Hearing:</u></b>	<b>Fort Providence, NT via teleconference</b>
<b><u>Appearances at Hearing:</u></b>	<b>Loretta Landry, representing the applicant Gilbert Bouvier, respondent Shirley Bonnetrouge, respondent</b>
<b><u>Date of Decision:</u></b>	<b>August 2, 2007</b>

**REASONS FOR DECISION**

The applicant alleged that the respondents abandoned the rental premises on or about October 31, 2006, failed to pay the balance of rent owing and failed to repair damage to an entrance door. The applicant retained the security deposit and accrued interest, applying it to the rent arrearages. The applicant sought an order requiring the respondents to pay rent arrearages in excess of the retained security deposit and repair costs.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$1198.83 after the application of the security deposit and interest. The rent for October, 2006 was assessed at the full unsubsidized amount of \$1390. The applicant stated that the respondents had failed to provide any income information on which to base the October, 2006 rent and provided an E-mail from the Income Security Officer in evidence.

The applicant stated that they received complaints found no one living in the premises. The respondents testified that they left the premises in August, 2006 but had arranged for a person to live in the house during September as they had originally planned to return. The house sitter left the premises at the end of September. The respondents stated that they had left some furniture in the house but had removed most of their possessions.

The applicant provided an invoice and work order for the front door repairs which indicated that

the repairs were done at a cost of \$54.83. The work order indicated that the damage was done by vandalism and the matter was reported to the RCMP. The respondents testified that the door was not damaged by them or by persons they had permitted in the house. The respondents stated that they had reported the matter to the RCMP and gave the applicant the file number of the complaint at the hearing.

In my opinion the premises were abandoned on or about September 30, 2006 and the applicant should have taken possession of the premises at that time. The respondents had not lived in the house since August, 2006 and had no right to sublet or assign since the premises are subsidized public housing. After September 30, 2006, the premises were vacant. Apparently the respondents saw no requirement to report their income to assess the October rent as they were no longer living in the unit. In my opinion, the application of any rent for October, 2006 is unreasonable. Ignoring the rent assessed for October, I find rent arrears in the amount of \$166.26.

In the matter of the alleged damage, I can find no negligence on the part of the respondents or persons they permitted in the premises. Section 42 of the *Residential Tenancies Act* sets out the tenant's obligation to repair.

**42.(1)A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.**

Repairs due to vandalism are not the responsibility of the tenant. The request for compensation for the door repairs is denied.

Applying the security deposit to the rent arrears, I find a balance owing to the respondents in the amount of \$191.17 calculated as follows:

Security deposit	\$350.00
Interest	7.43
less rent arrears	<u>(166.26)</u>
Amount due respondents	\$191.17

An order shall issue requiring the applicant to return a portion of the security deposit to the respondents in the amount of \$191.17.

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Hal Logsdon  
Rental Officer