

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **TRAVIS BONNETROUGE AND SANDRA YATCHOTAY**,
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 -

TRAVIS BONNETROUGE AND SANDRA YATCHOTAY

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 three hundred thirty five dollars and thirty one cents (\$335.31).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair and cleaning costs in the amount of six hundred twenty two dollars and ninety three cents (\$622.93).

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of
February, 2009.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

TRAVIS BONNETROUGE AND SANDRA YATCHOTAY

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 24, 2009

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant
Travis Bonnetrouge, respondent
Sandra Yatchotay, respondent

Date of Decision: February 24, 2009

REASONS FOR DECISION

The premises are subsidized public housing. The tenancy agreement between the parties was terminated by order on December 31, 2007 but the respondents continued to occupy the premises and pay a subsidized rent until September, 2008. After the respondents vacated the premises, the applicant retained the security deposit (\$350) and interest (\$40.26) applying it to the repair of ten holes in the walls (\$500), the replacement of two interior doors (\$347.41) and cleaning costs (\$165.78), leaving a balance of repair and cleaning costs owing to the applicant of \$622.93.

The applicant also alleged that the respondents had failed to pay the full amount of rent and provided a copy of the tenant rent ledger which indicated a balance of rent owing in the amount of \$4341.51.

A previous order (file # 10-9734, filed on October 9, 2009) required the respondents to pay rent arrears in the amount of \$4006.20. The applicant stated that the previous order was being enforced through the garnishment of wages.

The respondents did not dispute the allegations.

I find the respondents in breach of their obligation to repair damages to the rental premises and to leave the premises in a reasonably clean condition. I find the repair and cleaning costs to be reasonable. Taking into consideration the retained security deposit and interest, I find the repair

and cleaning costs due to the applicant of \$622.93.

In the matter of rent, the applicant already has an order for \$4006.20 which they have been enforcing. Taking that order into consideration, additional rent arrears are due to the applicant in the amount of \$335.31 calculated as follows:

Rent arrears as per ledger	\$4341.51
less previous order	<u>(4006.20)</u>
additional amount due applicant	\$335.31

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$335.31 and repair and cleaning costs in the amount of \$622.93.

Hal Logsdon
Rental Officer