

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **EDWARD I. VILLENEUVE**, Respondent;

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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

EDWARD I. VILLENEUVE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand six hundred eleven dollars and fifteen cents (\$2611.15).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent shall pay the applicant repair costs in the amount of three hundred twelve dollars and eighty three cents (\$312.83).
3. 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 #4 SCO, 9822 - 102nd Street,

Fort Simpson, NT, shall be terminated on February 28, 2010 and the respondent shall vacate the premises on that date unless the rent arrears and repair costs in the total amount of two thousand nine hundred twenty three dollars and ninety eight cents (\$2923.98) is paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of January, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,
and **EDWARD I. VILLENEUVE**, Respondent.

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.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

EDWARD I. VILLENEUVE

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 5, 2010

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Karen M. Douglas, representing the applicant

Date of Decision: January 5, 2010

REASONS FOR DECISION

The respondent was personally served with a Notice of Attendance but failed to appear at the hearing. The hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the rent arrears and repair costs were paid by February 28, 2010. The premises are subsidized public housing.

The applicant provided a statement in evidence which indicated a balance of rent owing in the amount of \$2611.15 and repair costs of \$312.83. The full unsubsidized rent has been charged for the months of October and November, 2009. A written statement by the subsidy agent indicates that the respondent has not provided any income information on which to calculate a subsidized rent and no longer has a valid tenancy agreement. The tenancy agreement was made for a term which expired on September 30, 2009. The applicant testified that the repairs included two repairs of broken windows (\$190.08), repairs of walls (\$100.25) and the repair of a disconnected smoke detector (\$22.50).

I find the application of the full unsubsidized rent to be reasonable but note that should the respondent enter into a new tenancy agreement and report his income in accordance with the

agreement, the rent must be adjusted as necessary to reflect the household income.

I find the respondent in breach of his obligation to pay rent and his obligation to repair damages to the premises. I find the rent arrears to be \$2611.15 and find the repair costs of \$312.83 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and repair costs are paid on or before February 28, 2010.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$2611.15 and repair costs of \$312.83 and terminating the tenancy agreement on February, 28, 2010 unless those amounts are paid in full.

Hal Logsdon
Rental Officer