

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **JAMES BONNETROUGE AND FRED A LESAGE**, 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 -

JAMES BONNETROUGE AND FRED A LESAGE

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 five hundred forty dollars and twenty three cents (\$540.23).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of eight hundred one dollars and eight cents (\$801.08).
3. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the

respondents shall comply with their obligation to not disturb other tenants and shall not create any disturbances in the future.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of March, 2010.

Hal Logsdon
Rental Officer

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Applicant, and **JAMES BONNETROUGE AND FREDA LESAGE**, Respondents.

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BETWEEN:

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-and-

JAMES BONNETROUGE AND FREDA LESAGE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 11, 2010

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant
James Bonnetrouge, respondent
Freda Lesage, respondent

Date of Decision: March 15, 2010

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to repair damages to the rental premises and disturbing other tenants in the residential complex. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$540.23. The last rent assessment indicated on the ledger is for January, 2010. The applicant stated that the rents for February and March, 2010 had not yet been calculated. The last payment of rent was made on January 14, 2010. All of the assessed rent has been calculated based on the household income. The respondents did not dispute the rent arrears. I note that although the respondents have not paid any rent since January, 2010 neither have they been charged any rent. They have managed, since June, 2009 to pay more rent than has been assessed, reducing their arrears from more than \$1000 to it's current level of \$540.23.

The applicant also sought compensation for repair costs undertaken on the respondent's previous premises. The applicant stated that the respondents were relocated to the present premises on December 13, 2009. The repairs were completed in 2006 and 2007 but the repair costs have not been paid in full. Work orders and invoices for the work were provided in evidence.

The 2006 work was done to repair doors and holes in the walls. The outstanding balance is \$882.13. The applicant stated that the work was made necessary due to the negligence of the

respondents. The respondents acknowledged that the damage was done by their children. I find the costs to be the responsibility of the respondents.

The 2007 work was done to repair an exterior door. The cost of repair was \$180 and to date the respondents have paid \$81.05, bringing the balance owing to \$98.95. The work order indicates that the work was necessary due to vandalism and notes that the incident was reported to the police. The applicant stated that since they did not receive any compensation for the repairs from the court, the tenants were responsible for the repair costs. I respectfully disagree. Section 42 of the *Residential Tenancies Act* sets out the tenant's obligation to repair damages.

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.

There is no evidence that the person who damaged the door was either of the tenants or persons they permitted on the premises. Therefore the repairs costs are not the responsibility of the respondents. The payment applied to these costs shall be applied to the outstanding balance owing for the 2006 wall and door repairs, resulting in a balance owing of \$801.08 calculated as follows:

2006 wall and door repairs	\$882.13
Less credit applied to vandalism costs	<u>(81.05)</u>
Total repair costs	\$801.08

The applicant stated that there were numerous complaints concerning a noisy party in the respondent's premises on January 11, 12 and 13th. The premises are located in a residential complex composed of six apartments. The premises are rented by the applicant from a private

landlord and re-rented as subsidized public housing. Other tenants in the complex as well as the applicant's landlord complained about the incident. The police were called due to the noise. The applicant served a notice of early termination on the respondents on January 15, 2010 seeking vacant possession on February 19, 2010. The respondents did not give up possession and the applicant filed an *Application to a Rental Officer* on February 5, 2010. The applicant stated that to their knowledge there had not been any further disturbances since the January, 2010 incident.

The respondents did not dispute the allegations concerning the January disturbances.

The applicant also provided a letter of complaint, dated January 19, 2010 from another tenant in the residential complex. The tenant's letter appears to imply that there have been other disturbances but is vague as to dates except for the January, 2010 incident.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$540.23. I also find the respondents in breach of their obligation to repair damages to the former rental premises and find repair costs owing to the applicant of \$801.08. I find the respondents in breach of their obligation to not disturb other tenants in the residential complex.

It appears that the landlord's primary concern is the disturbance. The landlord appears to have tolerated the unpaid balance of repair costs and the rent arrears for some time. I suspect this is due to the tenants' progress, albeit slow progress, to address these debts. From the evidence,

there is little doubt that the January party disturbed many of the residents of the residential complex. However, it is difficult to conclude, even when considering the other tenant's unsworn document, that the incidents of disturbance have been ongoing. On the contrary it appears to have been a single incident that has not been repeated since.

For these reasons, I believe the tenancy agreement should continue provided there are no future incidents of disturbance whatsoever and that the respondents continue to make progress to reduce the rent arrears and outstanding repair costs.

An order shall issue requiring the respondents to pay rent arrears of \$540.23, repair costs of \$801.08, to comply with their obligation to not disturb other tenants and to not create any disturbances in the future. Should the respondents fail to comply with this order, the applicant may file another application seeking termination of the tenancy agreement.

Hal Logsdon
Rental Officer