

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DARCY BONNETROUGE AND CHANTEL NADLI**, 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 -

DARCY BONNETROUGE AND CHANTEL NADLI

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 thousand six hundred ten dollars and sixty nine cents (\$5610.69).
2. 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 Unit 14, Lot 515, Fort Providence, NT shall be terminated on May 7, 2010 and the respondents shall vacate the premises on that date, unless rent arrears in the amount of five thousand six hundred ten dollars and sixty nine cents (\$5610.69) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 30th day of April,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DARCY BONNETROUGE AND CHANTEL NADLI**, 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.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

DARCY BONNETROUGE AND CHANTEL NADLI

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: April 27, 2010

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Pearl Leishman, representing the applicant
Rosemary Vandell, representing the applicant
Chantel Nadli, respondent

Date of Decision: April 27, 2010

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid in full. 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 \$5610.69. The applicant also provided a repayment plan in evidence, dated November 26, 2009 and signed by the respondents, promising to pay the monthly rent and an additional \$326 until the rent arrears were paid. The ledger clearly indicates that this agreement has been breached.

The respondent did not dispute the allegations and stated that they planed to move out of the premises in early May, 2010.

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 \$5610.69. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. As the respondents plan to vacate the premises in early May, a termination date of May 7, 2010 is reasonable. If the respondents should change their minds about vacating the premises, they may pay the arrears and continue the tenancy.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5610.69 and terminating the tenancy agreement on May 7, 2010 unless those arrears are paid in full.

This decision was made known to the parties at the conclusion of the hearing

Hal Logsdon
Rental Officer