

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **JOSEPH LACORNE AND ELSIE LACORNE AND JOSEPH JR.  
LACORNE**, 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 -

**JOSEPH LACORNE AND ELSIE LACORNE AND JOSEPH JR. LACORNE**

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 nine thousand eight hundred fifty seven dollars and ninety three cents (\$9857.93).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 21, Lot 51 North, Fort Providence, NT shall be terminated on July 31, 2010 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of nine thousand eight hundred fifty seven dollars and ninety three cents (\$9857.93) are paid in full.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of June,  
2010.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**JOSEPH LACORNE AND ELSIE LACORNE AND JOSEPH JR. LACORNE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 24, 2010

**Place of the Hearing:** Fort Providence, NT

**Appearances at Hearing:** Pearl Leishman, representing the applicant

**Date of Decision:** June 29, 2010

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents did not appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents 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 respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement unless the rent arrears and repair costs were paid by June 30, 2010.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$13,468.86. The full unsubsidized rent had been charged in April and May, 2010. The applicant stated that she assumed the respondents had failed to report the household income to enable the calculation of a subsidized rent for those months. There was no evidence from the subsidy agent as to why the full unsubsidized rent was applied or any evidence to indicate that the income information had not been submitted by the respondents. In my opinion, the application of the full unsubsidized rent is not reasonable but as there was no income information available at the hearing, I am unable to determine what the rents for April and May, 2010 should be.

The applicant provided a work order and invoice for the repair of a broken door. The repair costs

were \$738.93. The work order states that work was necessary because the door was kicked in by vandals. Section 42(1) of the *Residential Tenancies Act* sets out a 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 was no evidence that the door was damaged by the tenants or persons they permitted in the premises. Furthermore, the invoice from the applicant to the respondents is marked as follows:

Feb. 4/10  
Pd in full  
R#12523.

This is clearly not the responsibility of the tenants and it also appears that the invoice has been paid. The applicant's request for relief is denied and in my opinion, the payment should be credited to the rent account.

I find the respondents in breach of their obligation to pay rent. Ignoring the rent for April and May, 2010 I find rent arrears of \$9857.93 calculated as follows:

Balance as per ledger	\$13,468.86
Less Apr./10 rent	(1,436.00)
Less May/10 rent	(1,436.00)
Less door repair payment	<u>(738.93)</u>
Amount owing applicant	\$9,857.93

In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$9857.93 and terminating the tenancy agreement on July 31, 2010 unless

the rent arrears are paid in full. Should the tenancy agreement continue, the respondents are also ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer