

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **VERNON MINOZA AND ROSLYN CAUSA**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act") and amendments thereto;

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 -

VERNON MINOZA AND ROSLYN CAUSA

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 twenty dollars (\$20.00).
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 72B, Lot 224, Fort Providence, NT shall be terminated on March 31, 2011 and the respondents shall vacate the premises on that date, unless rent arrears in the total amount of two thousand six hundred seventy two dollars (\$2672.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of January,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **VERNON MINOZA AND ROSLYN CAUSA**, 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-

VERNON MINOZA AND ROSLYN CAUSA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: January 4, 2011

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Rosemary Vandell, representing the applicant
Alphonsine Gargan, representing the applicant
Vernon Minoza, respondent
Roslyn Causa, respondent

Date of Decision: January 4, 2011

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. The premises are subsidized public housing.

The tenancy agreement commenced in September, 2009. A written tenancy agreement between the parties was provided in evidence. The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$2760.99. The ledger contains entries prior to the commencement date of the tenancy agreement and indicates a balance owing as at August 31, 2009 of \$88.99. These arrears do not belong to this tenancy agreement but to a previous one between the applicant and Roslyn Causa as sole tenant. As that tenancy agreement was terminated more than six months ago, I shall not consider those arrears. Pursuant to section 68 of the *Residential Tenancies Act* an application must be made within six months. I find no reason to extend this limitation.

A previous order (file # 10-11507, filed on July 8, 2010) required Vernon Minoza to pay the applicant rent arrears of \$2652. The applicant's request to terminate the tenancy agreement was denied because the joint tenant, Roslyn Causa had not been named as respondent. Since that order was issued, \$288 of rent has been assessed and \$268 has been paid bringing the balance owing to \$2672 calculated as follows:

Previous order	\$2652
Rent assessed since previous order	288
Rent paid since previous order	<u>(268)</u>
Current balance	\$2672

The respondents did not dispute the amount of rent owing and stated that they would be able to pay the entire balance on or before March 31, 2011. The applicant agreed to continue the tenancy agreement provided the rent arrears were paid by that date.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$2672. The applicant already has an order for \$2652. The additional arrears which have accrued since that order amount to only \$20. In my opinion, it is reasonable to terminate the tenancy agreement unless the previous order is satisfied and the additional \$20 is paid in full by March 31, 2011.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$20 and terminating the tenancy on March 31, 2011 unless \$2672 is paid to the applicant in full on or before that date.

Hal Logsdon
Rental Officer