

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CLARENCE TONKA AND PRISCILLA 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 -

CLARENCE TONKA AND PRISCILLA 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 five thousand twelve dollars and ninety five cents (\$5012.95).
2. Pursuant to section 42(3)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of three thousand seven hundred seventy two dollars (\$3772.00).
3. Pursuant to sections 41(4)(c), 42(3)(f) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 17, Lot 48 South,

Fort Providence, NT shall be terminated on August 10, 2011 and the respondents shall vacate the premises on that date, unless the rent arrears and repair costs in the total amount of eight thousand seven hundred eighty four dollars and ninety five cents (\$8784.95) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 26th day of July, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CLARENCE TONKA AND PRISCILLA 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-

CLARENCE TONKA AND PRISCILLA CAUSA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: July 19, 2011

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Rosemary Vandell, representing the applicant
Clarence Tonka, respondent
Priscilla Causa, respondent

Date of Decision: July 19, 2011

REASONS FOR DECISION

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 between the parties. The premises are subsidized public housing.

The applicant stated that a previous order (file # 10-10084, filed on July 15, 2008) had been satisfied. The applicant provided a copy of the tenant rent ledger which indicated a balance of rent owing as at May 16, 2011 in the amount of \$5039.44. The full unsubsidized rent was assessed in the months of April and May, 2011. The applicant testified that the respondents had not reported their household income to enable a subsidized rent to be calculated. The applicant also stated that since May 16, 2011 the June, 2011 rent of \$32 had come due and a payment of \$58.49 had been received, bringing the balance of rent owing to \$5012.95.

The applicant also provided work orders and invoices detailing the repairs undertaken and the itemized costs of the repair. The applicant stated that all of the repairs were made necessary due to the negligence of the tenants or person they permitted in the rental premises. The repair costs totalled \$3772.

The respondents did not dispute the allegations.

I find the respondents in breach of their obligation to pay rent and their obligation to repair damages to the premises. I find the rent arrears to be \$5012.95. I find the repair costs of \$3772 to be reasonable. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears and the repair costs are paid in full.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$5012.95 and repair costs of \$3772 and terminating the tenancy agreement on August 10, 2011 unless those amounts are paid in full.

Hal Logsdon
Rental Officer