

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DOMINIC ELLEZE AND ROWONA CANADIEN**, Respondents;

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

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 -

DOMINIC ELLEZE AND ROWONA CANADIEN

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 seven thousand two hundred sixty eight dollars and sixty cents (\$7268.60).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of two hundred ninety nine dollars and seventy five cents (\$299.75).
3. 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 18, Lot 48 North, Fort Providence, NT shall be terminated on August 10, 2011 and the respondents shall vacate the premises on that date unless the rent arrears are paid in full.

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

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DOMINIC ELLEZE AND ROWONA CANADIEN**, 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-

DOMINIC ELLEZE AND ROWONA CANADIEN

Respondent/Tenant

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
Dominic Elleze, respondent
Rowona Canadien, 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 premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing as at May 16, 2011 in the amount of \$7016.31. The applicant stated that since that date a credit of \$892 had been applied to adjust the may rent, a \$200 payment had been made, a credit for electricity of \$91.71 had been applied and the June, 2011 rent of \$1436 had come due, bringing the balance owing to \$7268.60. All of the assessed rents have been calculated on the tenants' household income.

The applicant also provided a work order and invoice for damages to the back door of the premises in the amount of \$299.75.

The respondents did not dispute the rent arrears or the damages to the door.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$7268.60. I find the repair costs of \$299.75 to be reasonable. 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 \$7268.60 and repair costs of \$299.75. The tenancy agreement shall be terminated on August 10, 2011 unless the rent arrears of \$7268.60 are paid in full.

Hal Logsdon
Rental Officer