

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DION ELLEZE**, Respondent;

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 -

DION ELLEZE

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 84(2) of the *Residential Tenancies Act* the respondent shall pay the applicant rent arrears in the amount of four thousand four hundred twenty seven dollars and sixty six cents (\$4427.66). The respondent shall pay the arrears in monthly payments of fifty dollars (\$50.00) payable on the fifteenth day of each month until the rent arrears are paid in full. The first payment shall be due on August 15, 2011.
2. Pursuant to sections 43(3)(a) and 43(3)(b) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to not disturb other tenants and shall not breach that obligation again.

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

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of August, 2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DION ELLEZE**, Respondent.

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-

DION ELLEZE

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
Dion Elleze, respondent

Date of Decision: July 19, 2011

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and by disturbing other tenants in the residential complex. The applicant sought an order requiring the respondent to pay the alleged arrears 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 4, 2011 in the amount of \$4395.66. The applicant stated that since that date, the June, 2011 rent had been assessed at \$32 and no payments had been made, bringing the balance owing to \$4427.66.

The applicant stated that complaints of drinking and a loud party had been received from other tenants on February 24, 2011. Notices were provided in evidence. The applicant stated that other similar complaints had been received on other occasions.

The respondent did not dispute the rent arrears and stated that he could pay the arrears in monthly installments of \$50 and pay the monthly rent on time. He stated that he was aware that other people had been invited into the apartment but did not remember any disturbance.

The applicant agreed to the scheduled payment of the arrears and agreed to withdraw the request for a termination order if the respondent promised to not disturb his neighbours again.

I find the respondent in breach of his obligation to pay rent and find the rent arrears to be \$4427.66. I also find the respondent in breach of his obligation to not disturb other tenants.

An order shall issue requiring the respondent to pay the arrears of \$4427.66 in monthly payments of \$50, payable on the 15th of each month until the rent arrears are paid in full and to pay the monthly assessed rent on time. The first payment of rent shall be due on August 15, 2011. The respondent is also ordered to comply with his obligation to not disturb other tenants and to not breach that obligation again.

Should the respondent fail to pay the monthly rent on time or fail to pay the rent arrears in accordance with this order, the applicant may file another application seeking the full payment of any remaining balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer