

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **THEODORE MATTO JR. AND AMANDA MINOZA**, 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 -

THEODORE MATTO JR. AND AMANDA MINOZA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a), 42(3)(e) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears of one thousand nine hundred sixteen dollars and eighty four cents (\$1916.84) and repair costs of one thousand eighty five dollars and thirteen cents (\$1085.13). The respondents shall pay the rent arrears and repair costs in monthly installments of one hundred eighty five dollars (\$185.00) payable on the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on September 30, 2011.
2. 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 26th day of August,
2011.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **THEODORE MATTO JR. AND AMANDA MINOZA**, 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-

THEODORE MATTO JR. AND AMANDA MINOZA

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
Theodore Matto Jr., respondent
Amanda Minoza, respondent

Date of Decision: August 26, 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. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at May 21, 2011 of \$1735.84. The applicant stated that since that date the May, 2011 rent (\$240) and June, 2011 rent (\$41) had come due and one payment (\$100) had been made, bringing the balance owing to \$1916.84.

The applicant provided four invoices with work orders outlining repairs to the premises:

Repairs to unit #2 net of security deposit	\$1830.75
Repairs to unit 58C	933.48
Repair bathroom door - unit 50	151.65
Repair broken window - unit 50	<u>176.63</u>
Total relief sought	\$3092.51

The applicant stated that all of the repairs undertaken were made necessary due to the negligence of the respondents except for the broken window which was the result of vandalism.

The respondents did not dispute the allegations and stated that they could pay \$400 every month toward the rent and the arrears. The applicant stated that they would accept a scheduled payment

of the arrears provided the monthly rent was also paid.

I find the ledger in order and find rent arrears of \$1916.84.

In the matter of the alleged damages, I note that a previous order (file #10-8448, filed on June 27, 2005) provided the relief requested for the repairs of \$1830.75. Therefore further relief is not required. The window damage does not appear to have been done by the respondents or persons they permitted on the premises. Therefore relief for the repair of the broken window is denied. I find the remaining repair costs of \$1085.13 to be reasonable.

In determining what a reasonable and affordable amount to be applied against the rent arrears and repair costs each month, I have taken the average assessed rent for the past six months and subtracted it from the total amount the parties agreed would be paid monthly, resulting in an arrears payment of \$185. In my opinion an order requiring the respondents to pay the monthly assessed rent and an additional \$185 is reasonable.

An order shall issue requiring the respondents to pay rent arrears of \$1916.84 and repair costs of \$1085.13 in monthly installments of \$185 payable on the last day of every month until the rent arrears and repair costs are paid in full. The first payment shall be due on September 30, 2011. The respondents are also ordered to pay the monthly rent on time.

Should the respondents fail to pay the monthly rent on time or fail to pay the arrears and repair

costs in accordance with this order, the applicant may file another application seeking the full payment of any balance and termination of the tenancy agreement.

Hal Logsdon
Rental Officer