

IN THE MATTER between **Fort Providence Housing Association**, Applicant, and
Jason Causa, 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, **Adelle Guigon**, Deputy Rental Officer,
regarding a rental premises within **the hamlet of Fort Providence in the Northwest
Territories**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

JASON CAUSA

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent must pay to the applicant rental arrears in the amount of \$1,587.89 (one thousand five hundred eighty-seven dollars eighty-nine cents).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent must pay his rent on time in the future.

3. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondent must compensate the applicant for the cost of repairs to the rental premises in the amount of \$2,703.62 (two thousand seven hundred three dollars sixty-two cents).

DATED at the City of Yellowknife in the Northwest Territories this 7th day of August 2015.

Adelle Guigon
Deputy Rental Officer

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-and-

JASON CAUSA

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REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 16, 2015
<u>Place of the Hearing:</u>	Fort Providence, Northwest Territories, by teleconference
<u>Appearances at Hearing:</u>	Alphonsine Gargan, representing the applicant Jason Causa, respondent Crystal Gargan, respondent
<u>Date of Decision:</u>	July 16, 2015

REASONS FOR DECISION

An application to a rental officer made by Fort Providence Housing Association as the applicant/landlord against Jason Causa and Crystal Gargan as the respondents/tenants was filed by the Rental Office May 26, 2015. The application was made regarding a subsidized public housing residential tenancy agreement for the rental premises known as Unit 42, Lot 115, in Fort Providence, Northwest Territories. The applicant personally served a copy of the filed application on the respondents May 29, 2015.

The applicant alleged the respondents had accumulated rental arrears and caused damages to the rental premises. An order was sought for payment of the rental arrears and compensation for repairs. Evidence submitted is listed in Appendix A attached to this order.

A hearing was scheduled for July 16, 2015, in Fort Providence, Northwest Territories. Ms. Alphonsine Gargan appeared representing the applicant. Mr. Jason Causa and Ms. Crystal Gargan appeared as respondents.

Preliminary matters

The parties agreed at hearing and the submitted tenancy agreements confirmed that Mr. Jason Causa has been the sole tenant to the tenancy agreement throughout the tenancy. As such, the application to a rental officer was amended to withdraw Ms. Gargan's name and the style of cause throughout this order and reasons will be identified as: Fort Providence Housing Association v. Jason Causa.

Tenancy agreement

The parties agreed and residential tenancy agreements entered into evidence establish a tenancy agreement between Fort Providence Housing Association and Jason Causa for subsidized public housing commencing in October 2012. I am satisfied a valid tenancy agreement is in place between the parties in accordance with the *Residential Tenancies Act* (the Act).

Rental arrears

The lease balance statements entered into evidence represent the landlord's accounting of monthly assessed rents and payments received against Mr. Causa's rent account. Mr. Causa did not dispute the accuracy of the accounting. I am satisfied the statements accurately reflect the current status of Mr. Causa's rent account.

The statements indicate irregular payments of insufficient amounts to cover the monthly rent and arrears. Mr. Causa acknowledged and took responsibility for his debt. I find Mr. Causa has been repeatedly late paying his rent when it is due and has accumulated rental arrears in the amount of \$1,587.89. The arrears are comprised of outstanding rents since August 2014.

Repairs

The parties agreed and evidence presented confirmed Mr. Causa was transferred in accordance with section 3 of the tenancy agreement from Unit 10 to Unit 42 on December 4, 2014. An exit inspection was conducted on Unit 10 which documented the following damages claimed against Mr. Causa:

- repairing and painting walls
- replacing the thermostat
- replacing a sealed glass unit (window)
- replacing window casings
- replacing flooring trim
- replacing power outlets
- replacing light bulbs
- replacing a floor diffuser

The total cost of materials and labour to effect the necessary repairs amounted to \$3,312.98, including GST. Several payments have been made against the repairs costs since they were incurred, reducing the balance owing. Mr. Causa did not dispute either his responsibility for the claimed damages or the amount claimed for the cost of repairs, acknowledging both. I am

satisfied the damages to the rental premises at Unit 10 are Mr. Causa's responsibility under his current tenancy agreement. I find Mr. Causa has failed to comply with his obligation to repair damages to the rental premises and has a remaining balance owing for the cost of repairs in the amount of \$2,703.62.

Order

An order will issue requiring Mr. Jason Causa to pay rental arrears in the amount of \$1,587.89; to pay his future rent on time; and to compensate the applicant for the cost of repairs in the amount of \$2,703.62.

Adelle Guigon
Deputy Rental Officer

APPENDIX A

Exhibits

- Exhibit 1: Residential tenancy agreement dated March 24, 2015
- Exhibit 2: Rent calculation form dated May 4, 2015
- Exhibit 3: Income summaries dated May 4, 2015
- Exhibit 4: Statutory declaration
- Exhibit 5: Income assistance program financial case report for Crystal Gargan
- Exhibit 6: Crystal Gargan's universal child care benefit notice dated February 20, 2015
- Exhibit 7: Crystal Gargan's Canada child tax benefit notice dated February 20, 2015
- Exhibit 8: Crystal Gargan's goods and services tax notice dated March 5, 2015
- Exhibit 9: Julia Gargan's goods and services tax notice dated January 5, 2015
- Exhibit 10: Lease balance statement dated May 20, 2015
- Exhibit 11: Applicant's correspondences to respondents dated: May 21, 2015; April 15, 2015; August 20, 2014; February 13, 2015
- Exhibit 12: Email conversations between Emma Beeching and Alphonsine Gargan dated May 4, 5, and 7, 2015
- Exhibit 13: Agreement to pay rental arrears dated September 30, 2014
- Exhibit 14: Promissory note dated September 30, 2014
- Exhibit 15: Payment authorization to a third party form signed by Crystal Gargan dated May 6, 2015
- Exhibit 16: Applicant's invoice number 85289 dated June 5, 2014
- Exhibit 17: Applicant's work order number TD011703 dated June 5, 2014
- Exhibit 18: Lease balance statement dated June 5, 2015
- Exhibit 19: Pages 1, 5, 12, and 13 of residential tenancy agreement dated March 24, 2015
- Exhibit 20: Pages 1, 5, and 11 of residential tenancy agreement dated January 15, 2015
- Exhibit 21: Pages 1, 5, and 11 of residential tenancy agreement dated December 10, 2014
- Exhibit 22: Lease balance statement dated July 15, 2015