

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CASSANDRA BONNETROUGE AND MITCH WOODWORTH**,
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 -

CASSANDRA BONNETROUGE AND MITCH WOODWORTH

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 of one thousand six hundred seventy two dollars and thirty six cents (\$1672.36)

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of
September, 2015.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **CASSANDRA BONNETROUGE AND MITCH WOODWORTH**,
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-

CASSANDRA BONNETROUGE AND MITCH WOODWORTH

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: August 13, 2015

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant

Date of Decision: August 13, 2015

REASONS FOR DECISION

The respondents were served with Notices of Attendance but failed to appear at the hearing. The hearing was held in their absence.

The tenancy agreement between the parties was terminated on June 30, 2015 when the respondents vacated the premises. The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears. The premises are subsidized public housing.

The applicant provided a lease balance statement in evidence which indicated a balance of rent owing as at June 1, 2015 of \$2022.62. The applicant testified that no payments had been received since that date and that they continued to hold a security deposit of \$350 which was paid on August 15, 2013. There is no evidence that any statement of the security deposit and deductions has been completed in accordance with section 18 of the *Residential Tenancies Act*.

I find the lease balance statement in order and find the respondents in breach of their obligation to pay rent. I find rent arrears of \$2022.62. I also find the landlord in breach of the obligation to create a statement of the security deposit and deductions. I find the interest due on the security deposit to be \$0.26. Applying the security deposit and accrued interest to the rent arrears, I find an amount due to the applicant of \$1672.36 calculated as follows:

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Security deposit	(\$350.00)
Interest	(0.26)
Rent arrears	<u>(2022.62)</u>
Total	\$1672.36

Hal Logsdon
Rental Officer