

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MADLINE GARGAN AND MARY CAUSA**, 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,
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

MADLINE GARGAN AND MARY CAUSA

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of one hundred sixty five dollars and forty one cents (\$165.41).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of
November, 2002.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MADLINE GARGAN AND MARY CAUSA**, 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-

MADLINE GARGAN AND MARY CAUSA

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: November 4, 2002

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Diana Gargan, representing the applicant
Madeline Gargan, respondent
Phillip Constant, interpreter

Date of Decision: November 4, 2002

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to repair damages to the premises. The applicant provided a copy of a work order and invoice which indicated that repairs had been made to an interior door costing \$165.41. The applicant testified that the repairs were made necessary due to the tenant's negligence or the negligence of persons the tenant permitted in the premises.

The respondent testified that she was not at home when the damage occurred but that her daughters were occupying the premises with her permission. She also noted that the back exterior door did not close properly and that the landlord had failed to repair it. The respondent noted that she had told the maintenance man about the problem. The applicant denied having been notified about the door problem but indicated that they would attend to it immediately.

I find the respondents breached the tenancy agreement by failing to repair the door. Although Ms. Gargan was not at home when the damage was done, she is responsible as tenant for her daughters' negligence. I find the costs reasonable. An order shall be issued requiring the respondents to pay the applicant costs of repair in the amount of \$165.41.

Should the landlord fail to attend to the repair of the back door, the tenants may file a future application seeking a remedy.

Hal Logsdon
Rental Officer