

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

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ALBERT GARGAN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damages to the rental premises in the amount of one hundred dollars (\$100.00).

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 **ALBERT GARGAN**, 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-

ALBERT GARGAN

Respondent/Tenant

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
Albert Gargan, respondent

Date of Decision: November 4, 2002

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to repair damages to the rental premises which were made necessary due to the negligence of the respondent or persons permitted in the rental premises by the respondent. The applicant provided copies of a work order and invoice which outlined repairs to the back door. The work order indicated tenant damage and the applicant testified that the damages were done by the tenant or persons that the tenant permitted in the premises.

The respondent testified that he was in Yellowknife when the damages were done but said that his brother, also a tenant, was staying in the premises.

From the evidence provided, I find the costs of the repairs to be the responsibility of the tenants. The damages were done during the tenancy and are not the result of normal wear and tear. I find the costs of repair to be reasonable. As the respondent is a joint tenant, the landlord is entitled to take action against him alone.

An order shall be issued requiring the respondent to pay the applicant costs related to the repair of the damages in the amount of \$100.

Hal Logsdon
Rental Officer