

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **WILBERT MINOZA AND VERNON 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,  
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**WILBERT MINOZA AND VERNON MINOZA**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent Vernon Minoza shall pay the applicant rent arrears in the amount of six hundred dollars (\$600.00)
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 25th day of July,  
2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**WILBERT MINOZA AND VERNON MINOZA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** July 15, 2003

**Place of the Hearing:** Fort Providence, NT

**Appearances at Hearing:** Diana Gargan, representing the applicant

**Date of Decision:** July 25, 2003

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on June 20, 2003 but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondents to pay the alleged rent arrears and to pay future rent on time.

The written tenancy agreement was made on May 27, 2003 between the applicant and joint tenants Rosa Minoza, Wilbert Minoza and Vernon Minoza. Prior to that date there was a tenancy agreement for the same premises between the applicant and Vernon Minoza and Rosa Minoza. Rent for both of these tenancies is included on the same ledger, although in my opinion, they are separate tenancy agreements. Wilbert Minoza can only be held liable for rent owing after May 27, 2003, since he was not a tenant prior to that date.

There is no evidence to indicate whether payments made were intended to be credited to the current tenancy or the arrears from the former tenancy. I shall assume that payments made after May 27, 2003 are credited first to current rent, then to the arrears of the former tenancy. Under that assumption, the current account is not in arrears, although the June, 2003 payment was received six days late.

I find the balance of arrears on the account to be the responsibility of the former tenants, Rosa Minoza and Vernon Minoza. As Rosa Minoza was not named on the application as respondent, no judgement for the former arrears may be made against her. Therefore, an order shall be made requiring Vernon Minoza to pay the applicant the rent arrears which I find to be \$600.

As the respondents failed to pay the June rent on time, the order shall also require the respondents to pay future rent on the days it is due.

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Hal Logsdon  
Rental Officer