

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **ELISE GARGAN AND VERONICA GARGAN AND HENRY  
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 -

**ELISE GARGAN AND VERONICA GARGAN AND HENRY MINOZA**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents, Veronica Gargan and Henry Minoza shall pay the applicant rent arrears in the amount of three thousand three hundred fifty three dollars and eighty cents (\$3353.80).

DATED at the City of Yellowknife, in the Northwest Territories this 5th day of October,  
2004.

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Hal Logsdon  
Rental Officer

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-and-

**ELISE GARGAN AND VERONICA GARGAN AND HENRY MINOZA**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** September 30, 2004

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

**Appearances at Hearing:** Loretta Landry, representing the applicant  
Veronica Gargan, respondent

**Date of Decision:** October 5, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages that were made necessary due to their negligence. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The application was made against Elise Gargan, Veronica Gargan and Henry Minoza as joint tenants. The tenancy agreement commenced on March 11, 2004 when Veronica Gargan and Henry Minoza moved in with Elise Gargan, Veronica's mother, in unit 34. At that time the rent arrears from the tenancy agreement between the applicant and Veronica Gargan and Henry Minoza for unit 69B were transferred to the current agreement.

The applicant provided a copy of the tenant rent ledger in evidence which indicated a balance of rent owing in the amount of \$3353.80. The applicant testified that \$2648.47 was transferred to the account as arrears from the former tenancy between the applicant and Veronica Gargan and Henry Minoza for unit 69B. The remaining \$705.33 represents arrears which have accrued since March 11, 2004 for unit 34. The respondent did not dispute the allegations pertaining to rent.

The applicant also provided a copy of an invoice for repairs in evidence which indicated that a window had been broken by vandalism and repaired at a cost of \$124.44. The repair related to unit 69B and was undertaken in June, 2003. Neither party was able to provide additional detail concerning the repair or the incident which led to the repair.

The applicant wished to proceed against only Veronica Gargan and Henry Minoza for the alleged rent arrears pertaining to unit 34. As the alleged rent arrears and repair costs for unit 69B are not the responsibility of Elise Gargan, the order shall be issued against Veronica Gargan and Henry Minoza only.

The respondent stated that she had moved in with her elderly mother in order to care for her.

In the matter of the alleged rent arrears, I find Veronica Gargan and Henry Minoza responsible for the rent for unit 69B. I find that amount to be \$2648.47. I also find rent arrears for the current tenancy in the amount of \$705.33. As the applicant wishes to proceed against Veronica Gargan and Henry Minoza only for the arrears related to unit 34, an order shall issue requiring Veronica Gargan and Henry Minoza to pay the applicant rent arrears in the amount of \$3353.80.

In the matter of the repair costs, I do not find the respondents responsible. It appears that the repairs were made necessary due to vandalism which implies that the persons creating the damage were neither the tenants or persons permitted in the premises by the tenants. The requested order for repair costs is therefore denied.

In my opinion, termination of this tenancy agreement is not a reasonable remedy at this time.

First of all, such an order would require all three tenants to vacate the premises, including the senior citizen Elise whose income did not contribute to this problem. Secondly, terminating the tenancy agreement would deprive the senior Elise of her caregiver. In my opinion, the landlord,

having permitted the tenancy to be formed, despite the existing rental arrears of Veronica Gargan and Henry Minoza, should now enforce the order requiring the payment of the arrears.

An order shall issue requiring the respondents Veronica Gargan and Henry Minoza to pay the applicant rent arrears in the amount of \$3353.80.

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Hal Logsdon  
Rental Officer