

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **MARCEL 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 -

MARCEL GARGAN

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two thousand seven hundred forty three dollars and sixty eight cents (\$2743.68).
2. Pursuant to section 42(3)(c) of the *Residential Tenancies Act*, the respondent shall pay the applicant costs related to the repair of tenant damage to the rental premises in the amount of two hundred sixty three dollars and twenty nine cents (\$263.29).

DATED at the City of Yellowknife, in the Northwest Territories this 21st day of January,
2005.

Hal Logsdon
Rental Officer

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Applicant, and **MARCEL GARGAN**, Respondent.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

MARCEL GARGAN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: January 21, 2005

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Loretta Landry, representing the applicant

Date of Decision: January 21, 2005

REASONS FOR DECISION

The respondent was served with a Notice of Attendance on January 5, 2005 but failed to appear at the hearing. The hearing was held in his absence.

The tenancy agreement between the parties was terminated on November 4, 2004 when the respondent vacated the premises. The applicant retained the security deposit and accrued interest of \$212.68, applying it against cleaning and repair costs of \$475.97 leaving a balance of \$263.29. The applicant provided two invoices outlining the repair and cleaning charges and testified that the repairs were necessary due to the negligence of the tenant or persons he permitted on the premises.

The applicant also alleged that the respondent had failed to pay rent and provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$2743.68.

The applicant sought an order requiring the respondent to pay the rent arrears and balance of the repair costs.

I find the repair costs reasonable and made necessary due to the negligence of the tenant or persons he permitted on the premises. I find the rent ledger in order and find the rent arrears to be \$2743.68.

An order shall issue requiring the respondent to pay the applicant rent arrears and repair costs totalling \$3006.97.

Hal Logsdon
Rental Officer