

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **GREGORY ELLEZE AND JOYCE GARGAN**, 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 -

**GREGORY ELLEZE AND JOYCE GARGAN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs for tenant damages to the premises in the amount of five hundred one dollars and seventy four cents (\$501.74).
2. Pursuant to section 14(6)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant the balance of the required security deposit in the amount of two hundred fifty dollars (\$250.00).

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of June,  
2005.

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Hal Logsdon  
Rental Officer

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Applicant/Landlord

-and-

**GREGORY ELLEZE AND JOYCE GARGAN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:**                      **June 8, 2005**

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

**Appearances at Hearing:**                **Loretta Landry, representing the applicant**

**Date of Decision:**                        **June 8, 2005**

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance by registered mail, confirmed delivered, but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of the required security deposit and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondents to pay the balance of the deposit and to pay the repair costs related to the damages.

The applicant stated that the respondents had paid \$100 of the required \$350 security deposit resulting in a balance owing of \$250. The tenancy agreement commenced in September, 2003.

The applicant provided two invoices for repair costs in evidence. Both related to repair of holes in walls and one also outlined the replacement of closet rods and a doorknob. The applicant testified that the work was necessary due to the negligence of the tenants and not normal wear and tear.

I find the respondents in breach of their obligation to pay the required security deposit and in breach of their obligation to repair damages to the rental premises. I find the outstanding deposit to be \$250. I find the repairs were necessary due to tenant negligence and find the repair costs of \$501.74 to be reasonable.

An order shall issue requiring the respondents to pay the applicant the balance of the security deposit in the amount of \$250 and repair costs in the amount of \$501.74.

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Hal Logsdon  
Rental Officer