

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

RICKY GARGAN AND LORETTA ELLEZE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one hundred eighty dollars (\$180.00).

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

Hal Logsdon
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

RICKY GARGAN AND LORETTA ELLEZE

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	June 8, 2005
<u>Place of the Hearing:</u>	Fort Providence, NT
<u>Appearances at Hearing:</u>	Loretta Landry, representing the applicant
<u>Date of Decision:</u>	June 8, 2005

REASONS FOR DECISION

The respondents were served 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 rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs and to pay future rent on time.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$180. The applicant provided an invoice in the amount of \$60 for the repair of a damaged door jamb. The invoice indicated that the damage was a result of vandalism. There is no evidence to indicate that the tenant or persons permitted on the premises by the tenant did the damage to the door.

Section 42 sets out a tenant's obligation to repair damages.

42.(1) A tenant shall repair damage to the rental premises and the residential complex caused by the wilful or negligent conduct of the tenant or persons who are permitted on the premises by the tenant.

Damage done by persons unknown who were not permitted on the premises is not the responsibility of the tenant. The request for repair costs is therefore denied.

I find the ledger in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$180.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$180. The respondents have previously been ordered to pay future rent on time. No additional order is required in that regard.

Hal Logsdon
Rental Officer