

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **KIRK MINOZA AND WENDY 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 -

KIRK MINOZA AND WENDY GARGAN

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 thousand one hundred eighty one dollars and fifteen cents (\$1181.15).
2. Pursuant to sections 42(3)(d) and 42(3)(e) of the *Residential Tenancies Act*, the applicant is authorized to repair the broken bedroom window in the rental premises and the respondents shall pay the applicant for the costs of repair.
3. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 69B, Lot 232, Fort

Providence, NT shall be terminated on October 1, 2007 and the respondents shall vacate the premises on that date unless the rent arrears in the amount of one thousand one hundred eighty one dollars and fifteen cents (\$1181.15) are paid in full.

4. 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 27th day of July, 2007.

Hal Logsdon
Rental Officer

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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

KIRK MINOZA AND WENDY GARGAN

Respondents/Tenants

REASONS FOR DECISION

<u>Date of the Hearing:</u>	July 26, 2007
<u>Place of the Hearing:</u>	Fort Providence, NT via teleconference
<u>Appearances at Hearing:</u>	Loretta Landry, representing the applicant Wendy Gargan, respondent Dorothy Minoza, representing the respondents
<u>Date of Decision:</u>	July 26, 2007

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 to the premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears, authorizing the landlord to undertake repairs and requiring the tenants to pay the cost of repair and terminating the tenancy agreement unless the arrears and repair costs were paid by October 1, 2007. The premises are subsidized public housing.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$1181.15. The applicant also provided a photograph of a broken bedroom window which they claimed was damaged due to the negligence of the respondents. The applicant stated that the window had not been repaired and the repair costs were estimated to be \$300.

The respondents did not dispute the allegations and indicated they could pay the arrears and repair costs by October 1, 2007.

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 \$1181.15. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1181.15 and terminating the

tenancy agreement on October 1, 2007 unless that amount is paid in full.

I also find the respondents in breach of their obligation to repair damages to the premises. An order shall issue authorizing the applicant to repair the broken bedroom window and requiring the respondents to pay the applicant for the costs of repair. The respondents shall also be ordered to pay future rent on time.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
