

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 42(3)(c) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs related to repairs of tenant damages to the rental premises in the amount of three hundred twenty eight dollars and seventy two cents (\$328.72).

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of  
November, 2002.

---

Hal Logsdon  
Rental Officer

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.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**RICKY GARGAN AND LORETTA ELLEZE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** November 4, 2002

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

**Appearances at Hearing:** Diana Gargan, representing the applicant

**Date of Decision:** November 4, 2002

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on October 13, 2002 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 repair damages to the rental premises which were made necessary because of the negligence of the tenants or of persons permitted on the rental premises by the tenant. The applicant provided a copy of a work order and invoice which indicated that repairs had been made to doors and windows which cost \$748.72. The applicant testified that since the date of the application the respondents had made payments totalling \$420 bringing the balance owing to \$328.72. The applicant testified that the damages were the result of negligence and not normal wear and tear.

I find the respondents breached the tenancy agreement by failing to repair tenant damages to the premises. I find the repair costs to be reasonable and the balance owing to be \$328.72. An order shall be issued requiring the respondent to pay the applicant repair costs of \$328.72.

---

Hal Logsdon  
Rental Officer