

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ERNEST GARGAN AND ARLEEN CANADIEN**, 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 **YELLOWKNIFE, NT.**

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

ERNEST GARGAN AND ARLEEN CANADIEN

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 eight thousand four hundred eighty six dollars and seventy two cents (\$8486.72).

DATED at the City of Yellowknife, in the Northwest Territories this 18th day of March,
2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **ERNEST GARGAN AND ARLEEN CANADIEN**, 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-

ERNEST GARGAN AND ARLEEN CANADIEN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: March 11, 2010

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant

Date of Decision: March 18, 2010

REASONS FOR DECISION

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

The tenancy agreement commenced on April 1, 2009 and was made between the applicant and Madeline Canadien, Arleen Canadien and Ernest Gargan as joint tenants. This tenancy agreement was terminated on September 15, 2009 when Arleen Canadien and Ernest Gargan moved out. A new tenancy agreement was formed between the applicant and Madeline Canadien. There was no security deposit. The applicant alleged that the tenants failed to pay the full amount of rent and sought an order requiring Arleen Canadien and Ernest Gargan to pay the alleged rent arrears of \$8318.88.

A copy of the tenant ledger was provided in evidence which indicated a balance of rent owing of \$8318.88. Included in this amount is a electricity rebate credit for November, 2009 in the amount of \$82.97 and an electricity rebate credit for December, 2009 in the amount of \$84.87. In my opinion, these credits should be applied to the current tenancy agreement between the applicant and Madeline Canadien and the resulting rent arrears of the respondents adjusted to \$8486.72.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$8486.72 calculated as follows:

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Rent arrears as per ledger	\$8318.88
plus electrical credit - November/09	82.97
plus electrical credit - December/09	<u>84.87</u>
Rent arrears	\$8486.72

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$8486.72.

Hal Logsdon
Rental Officer