

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 two thousand two hundred fifty six dollars and forty two cents (\$2256.42).
2. 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 39, Lot 121, NR, Fort Providence, NT shall be terminated on May 31, 2010 and the respondents shall vacate the premises on that date, unless rent arrears in the amount of two thousand two hundred fifty six dollars and forty two cents (\$2256.42) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 29th day of April,
2010.

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

Date of the Hearing: April 27, 2010

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Pearl Leishman, representing the applicant
Rosemary Vandell, representing the applicant

Date of Decision: April 29, 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 applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were paid in full. 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 \$2256.42. The applicant also provided a repayment plan in evidence, dated November 20, 2009 and signed by the respondents, promising to pay the monthly rent and an additional \$100 until the rent arrears were paid. The ledger clearly indicates that this agreement has been breached.

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 \$2256.42. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are paid in full. The applicant has suggested May 31, 2010 as a reasonable date for the arrears to be paid. Lacking any evidence to the contrary from the respondents, I concur.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2256.42 and terminating the tenancy agreement on May 31, 2010 unless those arrears are paid in full.

Hal Logsdon
Rental Officer