

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GREGORY ELLEZE AND JOYCE 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 -

GREGORY ELLEZE AND JOYCE 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 eight thousand nine hundred sixty one dollars and sixty four cents (\$8961.64).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant repair costs in the amount of nine hundred twenty three dollars and ninety four cents (\$923.94).
3. Pursuant to section 45(4)(c) of the *Residential Tenancies Act*, the respondents shall pay compensation to the applicant for electricity costs which were paid on their behalf in the

amount of one thousand seventy nine dollars and seventy one cents (\$1079.71).

4. 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 19, Lot 49 North, Fort Providence, NT shall be terminated on May 31, 2010 and the respondents shall vacate the premises on that date unless at least one thousand five hundred twenty five dollars (\$1525.00) is paid directly to the applicant.
5. Pursuant to section 83(2) of the *Residential Tenancies Act*, provided the respondents pay the applicant at least one thousand five hundred twenty five dollars (\$1525.00) on or before May 31, 2010, the balance of the rent arrears, repair costs and electricity costs may be paid in monthly installments of no less than five hundred fifty dollars (\$550.00) paid in addition to the rent, until the rent arrears, repair costs and electrical costs are paid in full.
6. 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 3rd day of May, 2010.

Hal Logsdon
Rental Officer

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GREGORY ELLEZE AND JOYCE GARGAN**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
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BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

GREGORY ELLEZE AND JOYCE 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
Gregory Elleze, respondent
Joyce Gargan, respondent

Date of Decision: May 3, 2010

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent, failing to repair damages to the premises and failing to pay for electricity. The applicant sought an order requiring the respondents to pay the alleged rent arrears and repair costs, compensate the applicant for electrical costs which were paid on their behalf and terminating the tenancy agreement. 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 \$9511.64. The respondents arranged to have their bank account debited every two weeks and the amounts remitted to the NWT Housing Corporation in Yellowknife.

The Corporation then remits the payments to the applicant. Initially the bi-weekly payments were set at \$250 but were raised to \$275 in January, 2010.

The NWT Housing Corporation provided me with a statement of all the payments that had been made since the automatic debits had been authorized. On six occasions, payments were not made due to insufficient funds in the respondents' account. The total amount of missed payments is \$1525. There is also \$550 which has been remitted to the Housing Corporation that has not been forwarded to the applicant and does not show on their ledger, reducing the amount alleged owing to \$8961.64.

The applicant provided a work order and invoice in evidence which provided details of the

repairs made. The repairs consisted of the replacement of a damaged window.

The applicant also provided copies of invoices for electricity which were paid by the applicant on behalf of the respondents. The tenancy agreement between the parties obligate the tenants to pay for the cost of electricity during the term. The applicant stated that the respondents failed to open an account with the supplier and the landlord paid the invoices on their behalf. The total amount paid and invoiced to the respondents was \$1079.71. The applicant stated that when amounts are paid by the respondents, they will receive a rebate/credit.

The respondents did not dispute the rent or the repair costs but questioned why they were required to pay for electricity. Clearly, the tenancy agreement requires them to do so and the oversight appears to have occurred when the respondents were transferred to the current premises and were unable to or forgot to open an account with the supplier.

Taking into consideration the rent payments held by the Corporation, I find the rent arrears to be \$8961.64. I find the repairs were made necessary due to the negligence of the respondents and find the repair costs of \$923.94 reasonable. I find the electrical costs of \$1079.71 to be the responsibility of the respondents but note that they are due a rebate when the amounts are paid to the landlord.

In my opinion, this tenancy agreement should continue provided the respondents continue to make the bi-weekly payments of \$275 and promptly pay the applicant the \$1525 in payments that

have been missed due to insufficient funds. The respondents must ensure that there are sufficient funds in their account to meet their obligation. I would suggest that a direct payroll deduction be considered to ensure that the payments are made. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the \$1525 in missed payments is paid to the applicant on or before May 31, 2010.

An order shall issue requiring the respondents to pay the applicant rent arrears of \$8961.64, repair costs of \$923.94 and compensation for electricity paid on their behalf of \$1079.71. The tenancy agreement shall be terminated on May 31, 2010 unless the missed payments of \$1525 are paid to the applicant. Provided the respondents make the \$1525 payment on or before May 31, 2010, they may pay the remainder of the rent arrears, repair costs and electricity costs in monthly payments of at least \$550/month along with the monthly rent.

Should the respondents continue to miss their bi-weekly payments or fail to pay the monthly rent, the applicant may file another application seeking the termination of the tenancy agreement.

Hal Logsdon
Rental Officer