

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **DARREL GARGAN AND MELANIE THOM-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 -

DARREL GARGAN AND MELANIE THOM-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 fourteen thousand seven hundred sixty one dollars and twenty four cents (\$14,761.24).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Unit 4, Lot 76, Fort Providence, NT shall be terminated on June 30, 2010 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 25th day of June,
2010.

Hal Logsdon
Rental Officer

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-and-

DARREL GARGAN AND MELANIE THOM-GARGAN

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 24, 2010

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Pearl Leishman, representing the applicant
Melanie Thom-Gargan, respondent

Date of Decision: June 24, 2010

REASONS FOR DECISION

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 alleged rent arrears were paid by June 30, 2010.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$14,761.24. The full unsubsidized rent had been charged in a number of months. The applicant stated that some of those assessments were based on the household income and some were charged because the respondents failed to report the household income in accordance with the tenancy agreement.

The respondent did not dispute the allegations and stated that she had not reported the household income because she knew that the full rent would be charged anyway due to the household income level. The respondent also stated that they intended to vacate the premises on or before June 30, 2010 and had already started to move. It does not appear that the respondents have given any written notice to terminate the tenancy agreement.

I find the respondents in breach of their obligation to pay rent and find the application of the full unsubsidized rent to be reasonable. I find the rent arrears to be \$14,761.24. In my opinion, there are sufficient grounds to terminate the tenancy agreement. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$14,761.24. Although the

respondents intend to vacate on or before June 30, 2010 they have not given sufficient notice.

Therefore, I shall issue an order terminating the tenancy agreement on June 30, 2010.

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

Hal Logsdon
Rental Officer