

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") as amended;

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 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of one hundred eighty eight dollars and eighty four cents (\$188.84).
2. 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 21st day of
September, 2015.

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: August 13, 2015

Place of the Hearing: Fort Providence, NT via teleconference

Appearances at Hearing: Alphonsine Gargan, representing the applicant

Date of Decision: August 13, 2015

REASONS FOR DECISION

The respondents were served with Notices of Attendance 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 pay rent and by failing to repair damages to the rental premises. The applicant sought an order requiring the respondents to pay the alleged rent arrears and to pay repair costs. The premises are subsidized public housing.

The applicant provided a copy of the lease balance statement which indicated a balance of \$188.84. The applicant stated that two repairs were included in that balance; \$502.75 for the repair of a broken window and \$154.28 for the repair of an exterior door. The applicant stated that the repairs were made necessary due to the negligence of the respondents.

I find the lease balance statement in order. Applying payments to the oldest debt, I find the balance of \$188.84 is composed of rent arrears from May, June and July, 2015. The repair costs, which were applied in March, 2015 have been satisfied.

I find the respondents in breach of their obligation to pay rent. An order shall issue requiring the respondents to pay rent arrears of \$188.84 and to pay future rent on time.

Hal Logsdon
Rental Officer