

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **LINDA MCALLISTER (AKA TOURANGEAU)**, Respondent;

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:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

- and -

**LINDA MCALLISTER (AKA TOURANGEAU)**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of three thousand seven hundred thirty eight dollars and three cents (\$3738.03).
2. Pursuant to sections 41(4)(c) and 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment #2, 5115-51 Street,

Yellowknife, NT shall be terminated on February 28, 2002 and the respondent shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 19th day of February, 2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

-and-

**LINDA MCALLISTER (AKA TOURANGEAU)**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** February 15, 2002

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Roberta Bulmer, representing the applicant  
Linda Tourangeau, respondent

**Date of Decision:** February 19, 2002

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent and sought an order for the respondent to pay the alleged rent arrears and termination of the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent arrears in the amount of \$3738.03. The applicant testified that the respondent notified the landlord on October 29, 2001 that she had lost her employment. The applicant testified that the respondent was asked to bring documentation to the office but that the respondent failed to provide any documentation. The applicant testified that the rent was not adjusted as there was no information upon which to make the adjustment.

A previous order was filed by a rental officer on May 22, 2001 requiring the respondent to pay rent arrears of \$2009.03 in accordance with a schedule of payments. The tenant ledger indicates that the respondent paid in accordance with the order until August 30, 2001 but failed to pay any rent or payments of arrears after that date. Three notices, including a notice of termination and a proposed payment schedule were served on the respondent after August 30 with regard to the rent.

The respondent testified that her daughter was injured in an automobile accident in August which caused her to miss the scheduled rent payment required by the order. The respondent testified that she had lost her job on October 25, 2001 and had been working part time in November, December and February. She did not dispute the allegations.

Sections 6 and 7 of the written tenancy agreement between the parties set out the obligations of the tenant to report income. In my opinion, the respondent has breached these obligations by failing to provide income information for November and December, 2001. In my opinion, the landlord had little choice but to continue charging the existing rent or charge the full, unsubsidized rent for the premises, either of which they were entitled to do.

In my opinion, the respondent offered no reasonable explanation as to why rent payments ceased. I am at a loss as to why a tenant, so close to paying off arrears, would suddenly fail to report income to take advantage of a lower rent and cease all rent payments altogether. I find the respondent breached the tenancy agreement by failing to report income and by failing to pay the lawful rent to the landlord. In my opinion, there are sufficient grounds to terminate the tenancy agreement.

An order shall be issued for the respondent to pay the applicant rent arrears in the amount of \$3738.03 and terminating the tenancy agreement on February 28, 2002. The respondent shall vacate the rental premises on that date.

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Hal Logsdon  
Rental Officer