

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **BETTY LOUTITT AND DARREL LAROCQUE**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

- and -

**BETTY LOUTITT AND DARREL LAROCQUE**

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 thousand six hundred dollars (\$1600.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the rental premises known as 6006 Finlayson Drive, Yellowknife, NT shall be terminated on June 30, 2002 and the respondents shall vacate the rental premises on that date, unless the rent arrears and outstanding security deposit in the amount of one thousand eight hundred dollars (\$1800.00) is paid in full and the

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respondents have provided the applicant with a declaration of their household income.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of June,  
2002.

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Hal Logsdon  
Rental Officer

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-and-

**BETTY LOUTITT AND DARREL LAROCQUE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 11, 2002

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

**Appearances at Hearing:** Roberta Bulmer, representing the applicant

**Date of Decision:** June 11, 2002

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on May 26, 2002 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 the full amount of rent, failing to pay the required security deposit and by failing to declare their household income in accordance with the written tenancy agreement between the parties. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant also alleged that the respondents had failed to provide a declaration of the household income as required by section 6 of the tenancy agreement.

The applicant provided a copy of the tenant ledgers which indicated a balance of rent owing as at June 3, 2002 in the amount of \$1600 and a balance of security deposit owing in the amount of \$200. The applicant testified that no additional transactions had occurred since that date. The written tenancy agreement between the parties commenced on November 13, 2001, making the income declaration due in May, 2002 and the full security deposit due in February, 2002.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and failing to provide the security deposit and income information required by the tenancy agreement. I find the rent arrears to be \$1600 and the outstanding security deposit to be

\$200. In my opinion there are sufficient grounds to terminate the tenancy agreement between the parties unless the rent and security deposit are promptly paid and the respondents comply with their obligation to provide an income declaration.

An order shall be issued requiring the respondents to pay the applicant rent arrears in the amount of \$1600 and terminating the tenancy agreement on June 30, 2002 unless the rent arrears and security deposit in the amount of \$1800 are paid in full and the respondents file an income declaration with the applicant in accordance with the tenancy agreement.

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Hal Logsdon  
Rental Officer