

IN THE MATTER between **FORT MCPHERSON HOUSING ASSOCIATION**,  
Applicant, and **ERNEST FIRTH AND MARY FIRTH**, 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 MCPHERSON, NT**.

BETWEEN:

**FORT MCPHERSON HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**ERNEST FIRTH AND MARY FIRTH**

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 five hundred nineteen dollars and sixty eight cents (\$519.68).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to report income to the applicant in accordance with the tenancy agreement.
3. 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 0103 John Tetlich Drive,

Fort McPherson, NT shall be terminated on April 30, 2002 and the respondents shall vacate the rental premises on that date, unless this order is fully satisfied.

DATED at the City of Yellowknife, in the Northwest Territories this 16th day of April, 2002.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**ERNEST FIRTH AND MARY FIRTH**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 16, 2002

**Place of the Hearing:** Fort McPherson, NT via teleconference

**Appearances at Hearing:** Shirley Wilson, representing the applicant  
Ernest Firth, respondent  
Mary Firth, respondent

**Date of Decision:** April 16, 2002

**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 alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a copy of the tenant ledger which indicated a balance of rent owing as at January 15, 2002 in the amount of \$519.68. The applicant testified that since that date the full unsubsidized rent of \$1150/month had been applied in February and March, 2002 and that no payments had been made by the respondents, bringing the balance owing to \$2819.68. The applicant testified that the respondents' source of income had changed and that the respondents had failed to report any income information on which to calculate the rent.

The respondents did not dispute the allegations but testified that they were having difficulties with general accounting with their new business. The respondents indicated that their accountant was preparing the 2001 tax return now and that they would be in a position to comply with the requirements to report income for determination of rent by April 30, 2002. The applicant indicated that on the submission of income information by the respondents, the rent February and March would be adjusted.

I find the respondents breached the tenancy agreement by failing to pay the lawful rent to the landlord and by failing to report their household income in accordance with the written tenancy agreement. I find the rent arrears to be \$2819.68. In my opinion there are adequate grounds to

terminate the tenancy agreement between the parties unless the respondents promptly comply with their obligation to report income and pay a reasonable portion of the accumulated arrears. An order shall be issued for the respondents to pay the applicant rent arrears of \$519.68 and to comply with their obligation to report the household income in accordance with the tenancy agreement. The tenancy agreement shall be terminated on April 30, 2002 unless the rent arrears of \$519.68 are paid in full and the household income reported.

Should the respondent fail to report income in accordance with this order, the applicant may file a future application requesting an order for the remaining balance of the arrears, including the portion of unsubsidized rent.

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Hal Logsdon  
Rental Officer