

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,  
Applicant, and **GINA SARASIN**, 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 -

**GINA SARASIN**

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 six hundred six dollars (\$606.00).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report household income in accordance with the tenancy agreement.
3. Pursuant to section 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment E, 5017-53 Street, Yellowknife, NT shall be terminated on December 31, 2003 and the respondent shall

vacate the premises on that date, unless the respondent reports the household income to the applicant in accordance with this order and the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 12th day of December, 2003.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**NORTH SLAVE HOUSING CORPORATION**

Applicant/Landlord

-and-

**GINA SARASIN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 9, 2003

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

**Appearances at Hearing:** Roy Desjarlais, representing the applicant  
Gina Sarasin, respondent

**Date of Decision:** December 9, 2003

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay the full amount of the rent and by failing to report the household income in accordance with the written tenancy agreement between the parties. The applicant served a notice of early termination on the respondent on October 28, 2003 seeking vacant possession of the premises on November 30, 2003. The respondent did not vacate the premises. The applicant sought an order requiring the respondent to pay the 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 in the amount of six hundred six dollars. The respondent did not dispute the allegations pertaining to rent and offered to pay the arrears in installments of \$100/month.

The written tenancy agreement between the parties requires the tenant to report the household income every six months or when the household income changes. The evidence suggests that the last formal declaration was made on March 7, 2003 when the rent was adjusted to \$92. The respondent indicated that she had worked since that time but is not working full time at present. In any case, a declaration of income is required.

The applicant indicated that they would be willing to entertain scheduled payments of the arrears based on the ability of the respondent to pay. He indicated that they would prefer to work out a

schedule with the tenant after her household income was reported.

The reporting of household income on which to base rent is a cornerstone of the social housing program. The reporting of income is, in my opinion, a critical obligation of the social housing tenant. If this tenancy agreement is to continue, the respondent must accurately report her household income in accordance with the tenancy agreement so that the proper rents may be assessed.

An order shall issue requiring the respondent to pay the rent arrears of \$606. The order will require the respondent to report the household income in accordance with the tenancy agreement and will terminate the tenancy agreement on December 31, 2003 if the respondent fails to do so. I leave it to the parties to determine how the resultant rent arrears will be paid.

If the rent arrears are not paid in a reasonable period of time or in accordance with an agreed upon schedule, the applicant may seek further remedy through a future application to a rental officer.

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Hal Logsdon  
Rental Officer