

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **MARGARET DOOK AND CHRIS BOURKE**, 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:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**MARGARET DOOK AND CHRIS BOURKE**

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 four hundred thirty eight dollars (\$438.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1470 Gitzel Street, Yellowknife, NT shall be terminated on June 18, 2004 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June,  
2004.

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Hal Logsdon  
Rental Officer

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and **MARGARET DOOK AND CHRIS BOURKE**, Respondents.

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BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**MARGARET DOOK AND CHRIS BOURKE**

Respondents/Tenants

**REASONS FOR DECISION**

<b><u>Date of the Hearing:</u></b>	<b>June 8, 2004</b>
<b><u>Place of the Hearing:</u></b>	<b>Yellowknife, NT</b>
<b><u>Appearances at Hearing:</u></b>	<b>Mary George, representing the applicant Margaret Dook, respondent Chris Bourke, respondent</b>
<b><u>Date of Decision:</u></b>	<b>June 8, 2004</b>

**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 the alleged rent arrears and terminating the tenancy agreement. The applicant provided a statement of the rent which indicated a balance of rent owing in the amount of \$904.

The respondent disputed the allegations and stated that she had recently made a payment of \$466. She produced a receipt for the amount. The applicant acknowledged the amount as paid and the parties agreed that the balance owing was \$438.

The respondent stated that she had been required to leave town for a period of time to attend to a seriously ill family member. She stated that she would be able to pay the arrears in full by June 18, 2004.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$438. There are three previous orders between these parties although two relate to a different tenancy agreement. The tenancy agreement obligates the tenant to pay the rent in advance on the first day of each month. The respondents have repeatedly breached this obligation. In my opinion, there are adequate grounds to terminate the tenancy agreement. However, given the family circumstances, the recent payment of over half the outstanding balance and the small current balance owing, I am of the opinion that the tenancy should be permitted to continue

provided the arrears are promptly paid.

An order shall issue requiring the respondents to pay rent arrears in the amount of \$438 and terminating the tenancy agreement on June 18, 2004 unless the rent arrears are paid in full.

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Hal Logsdon  
Rental Officer