

IN THE MATTER between **FORT SMITH HOUSING AUTHORITY**, Applicant, and **RAYMOND BOURKE AND JOANNE 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 **FORT SMITH, NT**.

BETWEEN:

**FORT SMITH HOUSING AUTHORITY**

Applicant/Landlord

- and -

**RAYMOND BOURKE AND JOANNE 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 two thousand five hundred fifty six dollars (\$2556.00).
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 Unit 0008A, 59 St. Ann's Street, Fort Smith, NT shall be terminated on June 30, 2006 and the respondents shall vacate the premises on that date, unless rent arrears in the amount of two thousand five hundred fifty six dollars (\$2556.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 7th day of April, 2006.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**RAYMOND BOURKE AND JOANNE BOURKE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 5, 2006

**Place of the Hearing:** Fort Smith, NT

**Appearances at Hearing:** Ruth White, representing the applicant  
Kim McArthur, representing the applicant

**Date of Decision:** April 5, 2006

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance on March 23, 2006, 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 rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement between the parties. The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$2556. The applicant stated that they would be willing to continue the tenancy if the rent arrears were paid in full by June 30, 2006.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$2556. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the arrears are promptly paid. The date suggested by the applicant is reasonable.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$2556 and terminating the tenancy agreement on June 30, 2006 unless that amount is paid in full.

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Hal Logsdon  
Rental Officer