

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **EUGENE VILLENEUVE**, 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 **FORT SIMPSON, NT.**

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**EUGENE VILLENEUVE**

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 fourteen thousand six hundred seventy dollars and ninety one cents (\$14,670.91).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income for the months of May, June, July, August, September, October and November, 2007 in accordance with article 6 of the tenancy agreement between the parties.
3. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall

comply with his obligation to limit the number of occupants in the rental premises in accordance with article 5 of the tenancy agreement between the parties.

4. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as #1098, 9906 - 102 Avenue, Fort Simpson, NT shall be terminated on February 8, 2008 and the respondent shall vacate the premises on that date, unless the respondent's household income is reported in accordance with article 6 of the tenancy agreement between the parties for the months of May, June, July, August, September, October and November, 2007.
5. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 13th day of January, 2008.

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Hal Logsdon  
Rental Officer

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BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

-and-

**EUGENE VILLENEUVE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 10, 2008

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

**Appearances at Hearing:** Hilda Gerlock, representing the applicant

**Date of Decision:** January 10, 2008

**REASONS FOR DECISION**

The respondent was served with a Notice of Attendance sent by registered mail. The applicant testified that the respondent was still in possession of the premises. The respondent failed to appear at the hearing and the hearing was held in his absence.

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, permitting more persons to occupy the rental premises than permitted by the tenancy agreement and failing to report the household income in accordance with the tenancy agreement.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$14,670.91. The full unsubsidized rent of \$2032 has been applied for the months of June, July, August, September, October, November and December, 2007. The applicant stated that the full unsubsidized rent had been applied because the respondent had failed to provide any income information on which to calculate a rent geared to income. A memo from the Income Security Office, provided in evidence, confirmed that no income information had been provided by the respondent for the months of May, June, July, August, September, October and November, 2007.

The applicant testified that the respondent was permitting another person to occupy the premises which was not listed on Schedule B of the tenancy agreement. The tenancy agreement was provided in evidence.

I find the respondent in breach of his obligation to pay rent, his obligation to report income and his obligation to limit the number of occupants in accordance with the tenancy agreement. I find the application of the full unsubsidized rent to be reasonable and find the rent arrears to be \$14,670.91. I note that should the respondent report the household income in accordance with the tenancy agreement, the applicant is obliged to adjust the rent retroactively according to the reported income. I also find the respondent in breach of his obligation to limit the number of occupants of the rental premises in accordance with the tenancy agreement.

In my opinion, there are sufficient grounds to terminate this tenancy agreement unless the respondent promptly report his income, He has failed to do so for more than six months and has not paid an rent since March, 2007.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$14,670.91, requiring the respondent to report the household income and to limit the number of occupants of the rental premises in accordance with the tenancy agreement. The tenancy agreement shall be terminated on February 8, 2008 unless the income is reported in accordance with the tenancy agreement for the months of May, June, July, August, September, October and November, 2007. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer