

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,  
Applicant, and **MARK SABOURIN**, 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 PROVIDENCE, NT**.

BETWEEN:

**FORT PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

- and -

**MARK SABOURIN**

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 twelve thousand seven hundred eighty five dollars and fifty seven cents (\$12,785.57).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondent shall comply with his obligation to report the household income in accordance with the tenancy agreement.
3. 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 Unit 22, Lot 52 North, Fort Providence, NT shall be terminated on February 15, 2008 and the respondent shall vacate the premises on that date, unless the respondent reports the household income for the months of June, July, August, September, October and November, 2007 in accordance with the tenancy agreement.

4. 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 PROVIDENCE HOUSING ASSOCIATION**

Applicant/Landlord

-and-

**MARK SABOURIN**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 9, 2008

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

**Appearances at Hearing:** David Alderdice, representing the applicant  
Irene Lafferty, witness for the applicant

**Date of Decision:** January 13, 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 rental 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 and 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 in evidence which indicated a balance of rent owing in the amount of \$12,785.57. The full unsubsidized rent on \$1414 had been applied for the months of July, August, September, October, November and December, 2007. The applicant's witness, the Income Security Officer for the community, testified that the respondent had failed to provide any income information on which to calculate the rent for those months.

I find the application of the full unsubsidized rent to be reasonable and find the respondent in breach of his obligations to pay rent and to report the household income in accordance with the tenancy agreement. I find the rent arrears to be \$12,785.57. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent promptly reports the household income.

An order shall issue requiring the respondent to pay the applicant rent arrears in the amount of \$12,785.57 and to report the household income for the months of June, July, August, September, October and November, 2007. The tenancy agreement shall be terminated unless the household income for those months is reported in accordance with the tenancy agreement. If the household income is reported in accordance with the tenancy agreement, the rent shall be adjusted accordingly. Should the tenancy agreement continue, the respondent is ordered to pay future rent on time.

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Hal Logsdon  
Rental Officer