

IN THE MATTER between **NORTH SLAVE HOUSING CORPORATION**,
Applicant, and **STEVEN CHRISTENSEN AND JULIA BOURQUE**, 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:

NORTH SLAVE HOUSING CORPORATION

Applicant/Landlord

- and -

STEVEN CHRISTENSEN AND JULIA BOURQUE

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 one thousand six hundred thirty three dollars (\$1633.00).
2. Pursuant to sections 41(4)(c), 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment D, 5107 54th Street, Yellowknife, NT shall be terminated on February 29, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears are paid in full and the household income is reported in accordance with article 6 of the tenancy agreement.

3. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondents shall pay future rent on time.

DATED at the City of Yellowknife, in the Northwest Territories this 8th day of February, 2008.

Hal Logsdon
Rental Officer

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BETWEEN:

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-and-

STEVEN CHRISTENSEN AND JULIA BOURQUE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: February 7, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Nancy Peel, representing the applicant

Date of Decision: February 7, 2008

REASONS FOR DECISION

The respondents were served with Notices of Attendance sent by registered mail to the rental premises and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to report the household income in accordance with the tenancy agreement. The premises are subsidized public housing. The applicant sought an order requiring the respondents to pay the alleged rent arrears, report the household income and terminating the tenancy agreement unless the alleged arrears were paid in full and the household income reported.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$1633.

Article 6 of the tenancy agreement requires that the household income be reported to the landlord every six months. Article 6, in part, reads as follows:

6. Six months after the first payment of rent, and every six months thereafter, the Tenant shall furnish the Landlord with a statement together with such supporting material as the Landlord may require, showing the details of his correct gross income together with the gross income of the other occupants and members, of his/her family who are living with him/her in the leased premises and of the names, ages and relationships of such occupants and family members.

The applicant has sent three notices to the respondents requesting the required income information. The applicant stated that no income information has been received.

I find the rent statement in order and find the respondents in breach of their obligation to pay rent and their obligation to report the household income. I find the rent arrears to be \$1633. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid and the household income reported.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$1633 and terminating the tenancy agreement on February 29, 2008 unless the rent arrears are paid in full and the household income reported in accordance with Article 6 of the tenancy agreement. Should the tenancy agreement continue the respondents are also ordered to pay future rent on time.

Hal Logsdon
Rental Officer