

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **DENISE ALGER AND JAYSON BOURNE**, 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 SIMPSON, NT**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**DENISE ALGER AND JAYSON BOURNE**

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 twelve thousand five hundred twenty five dollars (\$12,525.00).
2. Pursuant to sections 84(2) of the *Residential Tenancies Act*, the respondents may pay the rent arrears in monthly installments of no less than three hundred fifteen dollars (\$315.00), the first payment being due on July 1, 2004 and payable thereafter on the first day of every month, along with the rent, until the rent arrears are paid in full.

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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 9th day of July,  
2004.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**DENISE ALGER AND JAYSON BOURNE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 30, 2004

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

**Appearances at Hearing:** Hilda Gerlock, representing the applicant  
Ann McKee, representing the applicant  
Denise Alger, respondent  
Jayson Bourne, respondent

**Date of Decision:** July 9, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay the full amount of rent and sought an order requiring the respondents to pay the alleged rent arrears and termination of the tenancy agreement unless a reasonable arrangement for payment of the arrears was made. The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$12,585.

The respondents stated that they believed the rent had not been properly assessed as their two sons had not been listed as dependents from August - November, 2003. The premises are subsidized public housing and the rent is assessed on a scale where income and family size are factors. The applicant stated that the two sons had been included in the assessment for December, 2003 but had not been included from August - November, 2003. The respondents did not dispute any other aspects of the rent and agreed to pay the rent arrears in monthly installments of \$315 along with the monthly assessed rent. The applicant stated that they would be satisfied with that arrangement.

I find the respondents in breach of their obligation to pay rent and find rent arrears in the amount of \$12,525. A deduction has been made in the amount of \$60, representing the difference between a household deduction for three family members and a deduction for five family members or \$15/month for the months of August, September, October and November, 2003.

This is in accordance with the approved rent scale.

An order shall issue requiring the respondents to pay the rent arrears in installments of no less than \$315, the first payment being due on July 1, 2004 and payable thereafter, with the rent, on the first day of every month until the rent arrears are paid in full. The order shall also require the respondents to pay future rent on time.

Should the respondents fail to pay the rent arrears in accordance with this order or fail to pay future rent on time, the applicant may make a future application seeking the lump sum payment of any remaining balance and/or termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer