

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY**, Applicant,  
and **KEVIN ALLEN AND SHARON ALLEN**, 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**.

BETWEEN:

**FORT SIMPSON HOUSING AUTHORITY**

Applicant/Landlord

- and -

**KEVIN ALLEN AND SHARON ALLEN**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) and 84(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of seven thousand two hundred sixty dollars (\$7260.00) in monthly installments of no less than one hundred dollars (\$100.00), the first payment becoming due on July 31, 2007 and payable thereafter on the last day of every month, until the rent arrears are paid in full.
2. 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 26th day of June,  
2007.

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Hal Logsdon  
Rental Officer

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BETWEEN:

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Applicant/Landlord

-and-

**KEVIN ALLEN AND SHARON ALLEN**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** June 26, 2007

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

**Appearances at Hearing:** Ann O'Hare, representing the applicant

**Date of Decision:** June 26, 2007

**REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail 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 sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the alleged arrears were paid. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$7260. The full unsubsidized rent of \$2032 had been applied for May, 2007. The applicant testified that the unsubsidized rent had been applied because the respondents had failed to provide any income information on which to calculate a subsidized rent.

The applicant stated that they were willing to permit the tenancy agreement to continue provided the respondents paid the monthly rent on time and made an additional monthly payment of no less than \$100 to be applied against the rent arrears.

I find the statement in order and find the application of the full unsubsidized rent to be

reasonable. Should the respondents report their income for that period in accordance with the tenancy agreement, the May, 2007 rent shall be adjusted accordingly.

I find the respondents in breach of their obligation to pay rent and find the rent arrears to be \$7260. An order shall issue requiring the respondents to pay the rent arrears in monthly installments of at least \$100, payable on the last day of every month until the arrears are paid in full. The first payment shall be due on July 31, 2007. The order shall also require the respondents to pay the monthly rent on time.

Should the respondents fail to pay the rent arrears in accordance with this order or fail to pay the monthly assessed rent on time, the applicant may file another application seeking the cancellation of this order, the full payment of any outstanding balance and termination of the tenancy agreement.

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Hal Logsdon  
Rental Officer