

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARGARET DOOK AND CHRIS BOURKE**, 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:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

- and -

MARGARET DOOK AND CHRIS BOURKE

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 three thousand two hundred eighty six dollars (\$3286.00).
2. Pursuant to sections 41(4)(c) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 1470 Gitzel Street, Yellowknife, NT shall be terminated on June 18, 2008 and the respondents shall vacate the premises on that date, unless the rent arrears in the amount of three thousand two hundred eighty six dollars (\$3286.00) are paid in full.

DATED at the City of Yellowknife, in the Northwest Territories this 27th day of May,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **MARGARET DOOK AND CHRIS BOURKE**, 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.

BETWEEN:

YELLOWKNIFE HOUSING AUTHORITY

Applicant/Landlord

-and-

MARGARET DOOK AND CHRIS BOURKE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: May 20, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Margaret Dook, respondent
Chris Bourke, respondent

Date of Decision: May 20, 2008

REASONS FOR DECISION

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.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$4939. The applicant stated that they were not seeking the May, 2008 rent assessed at \$1653, bringing the relief sought to \$3286.

The applicants did not dispute the allegations but noted that they had difficulty paying the rent in a timely manner because the assessments were often done after the rent was due or done for several months at a time.

Comparing the respondents' Public Housing Subsidy Program Assessment History Report with the same report for other public housing tenants, it is apparent that the respondents do not always have their rent assessed in a timely manner when other tenants do. One explanation for this is that the respondents do not report their income in a timely manner which results in a late assessment of rent. It would seem likely to me that the late reporting of income is the reason for the late assessments because the problem is not widespread among many other tenants. As well, the respondents have four previous orders issued against them for non-payment of rent. Even before the advent of subsidy agents and assessment of rent by a third party, non-payment of rent

was an issue. In my opinion, the respondents' explanation for the non-payment of rent is not credible.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$3286. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the rent arrears are promptly paid. An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$3286 and terminating the tenancy agreement on June 18, 2008 unless that amount is paid in full.

This decision was made known to the parties at the conclusion of the hearing.

Hal Logsdon
Rental Officer
