

IN THE MATTER between **FORT SIMPSON HOUSING AUTHORITY** Applicant,
and **HAROLD 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 SIMPSON, NT**.

BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

- and -

HAROLD 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 two thousand five hundred ten dollars and twenty six cents (\$2510.26).
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 #9SCO, 9822 - 102 Street, Fort Simpson, NT shall be terminated on February 28, 2010 and the respondent shall vacate the premises on that date, unless the rent arrears in the amount of two thousand five hundred ten dollars and twenty six cents (\$2510.26) are paid in full.

3. 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 8th day of December, 2009.

Hal Logsdon
Rental Officer

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AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

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BETWEEN:

FORT SIMPSON HOUSING AUTHORITY

Applicant/Landlord

-and-

HAROLD SABOURIN

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: December 8, 2009

Place of the Hearing: Fort Simpson, NT via teleconference

Appearances at Hearing: Karen Douglas, representing the applicant

Date of Decision: December 8, 2009

REASONS FOR DECISION

The respondent was served with a Notice of Attendance sent by registered mail and confirmed delivered. 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 unless the rent arrears were promptly paid.

The applicant provided a statement which indicated a balance of rent owing in the amount of \$2510.26. The applicant sought full payment of the rent arrears by February 28, 2010. The rent for November, 2009 has been assessed at the full unsubsidized rate. A memo from the subsidy agent confirms that the required report of household income was not filed by the respondent to enable a rent based on income to be calculated for that month.

I find the statement in order and find the respondent in breach of his obligation to pay rent. I find the application of the full unsubsidized rent to be reasonable but note that should the respondent report the household income as required by the tenancy agreement, the rent shall be adjusted as necessary based on that income. I find the rent arrears to be \$2510.26. 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 respondent to pay the rent arrears of \$2510.26 and terminating

the tenancy agreement on February 28, 2010 unless those arrears are paid in full. Should the tenancy agreement continue, the respondent is also ordered to pay future rent on time.

Hal Logsdon
Rental Officer