

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **WAYNE SABOURIN AND JOLENE LACORNE**, 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 PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

WAYNE SABOURIN AND JOLENE LACORNE

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 41(4)(a) and 83(2) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of six thousand nine dollars and eighteen cents (\$6009.18) in monthly installments of four hundred eight dollars and ninety five cents (\$408.95) payable on the last day of every month until the rent arrears are paid in full. The first payment of rent arrears shall be due on June 30, 2010.
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 29th day of June,
2010.

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 PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

-and-

WAYNE SABOURIN AND JOLENE LACORNE

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: **June 24, 2010**

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Pearl Leishman, representing the applicant
Jolene Lacorne, respondent

Date of Decision: **June 24, 2010**

REASONS FOR DECISION

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent. The applicant sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement unless the rent arrears were promptly paid.

The applicant provided a copy of the tenant ledger which indicated a balance of rent owing in the amount of \$7186.18. The full unsubsidized rent has been assessed for May, 2010. The applicant stated that she assumed the respondents had not provided the required income information to the subsidy agent. The applicant also noted that the respondents had agreed to pay an additional \$408.95 in addition to the monthly rent but had breached that agreement. A copy of the agreement, dated November 16, 2009 was provided in evidence.

The respondent stated that she had reported the household income in April, 2010 to enable a subsidized rent to be calculated for May, 2010. She did not dispute that she owed rent or that the previous agreement had been breached. The respondent stated that they could now afford to pay the additional \$408.95/month.

The applicant agreed to continue the tenancy agreement if the respondents were ordered to pay the monthly rent arrears in accordance with the previous repayment agreement and did not breach that order.

In my opinion, the application of the full unsubsidized rent for May, 2010 is not reasonable. The evidence suggests that the respondents have reported their income in accordance with the tenancy agreement and are entitled to a rent based on that income. I am unable to determine what the rent for May, 2010 should be as there was no income information available at the hearing.

I find the respondents in breach of their obligation to pay rent. Ignoring the May, 2010 rent, I find rent arrears of \$6009.18 calculated as follows:

Balance as per ledger	\$7186.18
Less May/10 rent	<u>(1177.00)</u>
Rent arrears	\$6009.18

An order shall issue requiring the respondents to pay the monthly rent on time and, in addition, to pay the arrears in monthly installments of \$408.95 payable on the last day of every month until the rent arrears are paid in full. The first payment of arrears shall be due on June 30, 2010.

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

Hal Logsdon
Rental Officer