

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **PAUL CATHOLIQUE AND BERNICE MARLOWE**, Respondents;

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

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **LUTSELL'E, NT**.

BETWEEN:

**NWT HOUSING CORPORATION**

Applicant/Landlord

- and -

**PAUL CATHOLIQUE AND BERNICE MARLOWE**

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 thirteen thousand nine hundred seventy three dollars and twenty eight cents (\$13,973.28).
2. Pursuant to section 45(4)(a) of the *Residential Tenancies Act*, the respondents shall comply with their obligation to report the household income in accordance with the tenancy agreement.
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 21st day of February, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **NWT HOUSING CORPORATION**, Applicant, and **PAUL CATHOLIQUE AND BERNICE MARLOWE**, 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:

**NWT HOUSING CORPORATION**

Applicant/Landlord

-and-

**PAUL CATHOLIQUE AND BERNICE MARLOWE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** February 16, 2012

**Place of the Hearing:** Yellowknife, NT via teleconference

**Appearances at Hearing:** Jessica Relucio, representing the applicant

**Date of Decision:** February 16, 2012

### **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 by failing to report the household income in accordance with the tenancy agreement. The applicant sought an order requiring the respondents to pay the alleged rent arrears, report the household income and pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account which indicated a balance of rent owing in the amount of \$13,973.28. The applicant stated that the respondents had not provided any income information in accordance with the tenancy agreement.

Article 6 of the tenancy agreement between the parties obligates the tenant to report the household income.

#### **6. Tenant's Income**

The Tenant promises to provide verification of income annually, when the household income changes and/or when requested by the Corporation or it's agent, and in accordance with the Homeownership Entry Level Program Agreement.

There is no evidence that the respondents have complied with this obligation since January, 2009 when the rent for the premises was last reassessed.

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 \$13,973.28. I also find the respondents in breach of their obligation to report the household income.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$13,973.28, report the household income in accordance with the tenancy agreement and pay future rent on time.

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Hal Logsdon  
Rental Officer