

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **STACY VAN METRE**, 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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**STACY VAN METRE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 45(4)(e) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 744 Bigelow Crescent, Yellowknife, NT shall be terminated on January 30, 2004 and the respondent shall vacate the premises on that date unless the respondent reports the household income to the landlord in accordance with the tenancy agreement between the parties.

DATED at the City of Yellowknife, in the Northwest Territories this 14th day of January,  
2004.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **STACY VAN METRE**, 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.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

-and-

**STACY VAN METRE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** January 13, 2004

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

**Appearances at Hearing:** Mary George, representing the applicant  
Stacey VanMetre, respondent

**Date of Decision:** January 13, 2004

**REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to report the household income and sought an order terminating the tenancy agreement. The applicant testified that since the application was filed the respondent had paid the balance of the required security deposit and the request for payment of the deposit was therefore withdrawn.

The applicant indicated that since the respondent had failed to provide any income information on which to base the rent assessment, the rent for the months of December, 2003 and January 2004 had been set at the unsubsidized amount of \$1375. The applicant provided a statement of the rent account which indicated a balance owing on the amount of \$2578.

The respondent did not dispute the allegations.

The rental premises are subsidized public housing. The written tenancy agreement between the parties requires the tenant to report the household income in order to set a rent based on income. If a tenant fails to provide any income information to the landlord they are in breach of the tenancy agreement and the landlord is entitled to charge the full unsubsidized rent.

I find the respondent in breach of her obligation to report income in accordance with the tenancy agreement. In my opinion, there are sufficient grounds to terminate the tenancy agreement unless the respondent complies with her obligation to report the household income.

An order shall issue terminating the tenancy agreement between the parties on January 30, 2004 unless the respondent reports income in accordance with the tenancy agreement. Provided the income is reported, the landlord shall reassess the rent for the months in which the unsubsidized rent was charged.

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Hal Logsdon  
Rental Officer