

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **STEPHANIE BEAVERHO**, 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 -

STEPHANIE BEAVERHO

Respondent/Tenant

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to sections 45(4)(e) and 83(2) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as Apartment 206, 5465 - 52nd Street, Yellowknife, NT shall be terminated on April 30, 2008 and the respondent shall vacate the premises on that date, unless the household income is reported in accordance with the tenancy agreement and the security deposit in the amount of five hundred twelve dollars and fifty cents (\$512.50) is paid in full.
2. 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 11th day of April,
2008.

Hal Logsdon
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,
and **STEPHANIE BEAVERHO**, 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-

STEPHANIE BEAVERHO

Respondent/Tenant

REASONS FOR DECISION

Date of the Hearing: April 8, 2008

Place of the Hearing: Yellowknife, NT

Appearances at Hearing: Julie Forget, representing the applicant
Stephanie Beaverho, respondent

Date of Decision: April 8, 2008

REASONS FOR DECISION

The applicant alleged that the respondent had breached the tenancy agreement by failing to pay rent, failing to report the household income and failing to pay the balance of the required security deposit. The applicant sought an order terminating the tenancy agreement unless the household income was reported and the security deposit paid in full. The applicant also sought an order requiring the respondent to pay future rent on time. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance of rent owing in the amount of \$4514. The full unsubsidized rent had been assessed for January, February, March and April, 2008. The account had a zero balance as at December 4, 2007 and no rent has been paid since that date. The applicant stated that the full unsubsidized rent had been applied because the respondent had failed to provide any income information on which to calculate a subsidized rent. The applicant also testified that the full amount of the security deposit had not been paid and the outstanding balance owing was \$512.50.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to report the household income in accordance with the tenancy agreement, in breach of her obligation to pay rent and in breach of her obligation to provide the required security deposit. I find the amount of security deposit owing to be \$512.50.

An order shall issue terminating the tenancy agreement on April 30, 2008 unless the household income is reported in accordance with the tenancy agreement and the outstanding balance of the security deposit in the amount of \$512.50 is paid in full. The respondent is also ordered to pay future rent on time.

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

Hal Logsdon
Rental Officer