

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **VALERIE FRISE**, Respondent;

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 **YELLOWKNIFE, NT**.

BETWEEN:

**YELLOWKNIFE HOUSING AUTHORITY**

Applicant/Landlord

- and -

**VALERIE FRISE**

Respondent/Tenant

**EVICITION ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 63(4)(a) of the *Residential Tenancies Act*, the respondent shall be evicted from the premises known as 103 - 1000 Gitzel Street, Yellowknife, NT on September 21, 2012.

DATED at the City of Yellowknife, in the Northwest Territories this 6th day of  
September, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **VALERIE FRISE**, 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-

**VALERIE FRISE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** September 5, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Valerie Frise, respondent

**Date of Decision:** September 5, 2012

**REASONS FOR DECISION**

The applicant served a notice of termination on the respondent pursuant to section 51(5) of the *Residential Tenancies Act* terminating the tenancy agreement on July 31, 2012 for non-payment of rent. The respondent remains in possession of the premises.

I find the notice of termination in compliance with the Act. Therefore the tenancy agreement was legally terminated on July 31, 2012 and the respondent is an overholding tenant.

The evidence indicates that the respondent has taken little or no action to address the rent arrears. The applicant served a notice of termination on the respondent pursuant to section 51(5) of the *Residential Tenancies Act* terminating the tenancy agreement on July 31, 2012 for non-payment of rent. The respondent remains in possession of the premises.

I find the notice of termination in compliance with the Act. Therefore the tenancy agreement was legally terminated on July 31, 2012 and the respondent is an overholding tenant. I find the eviction to be justified.

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Hal Logsdon  
Rental Officer