

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CAMILLA ZOE-CHOCOLATE**, 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 -

**CAMILLA ZOE-CHOCOLATE**

Respondent/Tenant

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondent shall pay the applicant rent arrears in the amount of two hundred eighty three dollars (\$283.00).
2. Pursuant to section 41(4)(b) of the *Residential Tenancies Act*, the respondent shall pay future rent on time.
3. Pursuant to sections 45(4)(a) and 45(4)(b) of the *Residential Tenancies Act*, the respondent shall comply with her obligation to report the household income in

accordance with the tenancy agreement and shall not breach that obligation again.

DATED at the City of Yellowknife, in the Northwest Territories this 4th day of  
December, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **CAMILLA ZOE-CHOCOLATE**, 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-

**CAMILLA ZOE-CHOCOLATE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** November 9, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Camilla Zoe-Chocolate, respondent

**Date of Decision:** November 9, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondent 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 respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent unless the rent arrears were paid. The premises are subsidized public housing.

The applicant provided a statement of the rent account in evidence which indicated a balance owing as at November 1, 2012 of \$2563. The applicant stated that since that date two payments totalling \$1950 had been made and a subsidy of \$330 applied bringing the amount owing to \$283. The statement also indicates that the full unsubsidized rent was applied in numerous months and subsequently adjusted. The applicant stated that the full unsubsidized rent was initially applied because the respondent did not provide the household income information required in a timely manner.

The respondent did not dispute the allegations.

I find the respondent in breach of her obligation to pay rent and find rent arrears of \$283. I also find that the respondent has not provided the household income information in a timely manner. I note that the applicant holds a security deposit of \$1200.

In my opinion, due to the quantum of rent owing, the recent history of payment and the size of the security deposit held by the applicant, termination of the tenancy agreement is not a reasonable remedy.

An order shall issue requiring the respondent to pay the applicant rent arrears of \$283, to pay future rent on time, to comply with her obligation to report income and not breach that obligation again.

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Hal Logsdon  
Rental Officer