

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **TRINA SIBBESTON**, Respondent;

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

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 -

**TRINA SIBBESTON**

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 652 Williams Avenue, Yellowknife, NT shall be terminated on January 15, 2013 and the respondent shall vacate the premises on that date, unless the complete and accurate household income information is reported to the applicant in accordance with the tenancy agreement.

DATED at the City of Yellowknife, in the Northwest Territories this 17th day of  
December, 2012.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **YELLOWKNIFE HOUSING AUTHORITY**, Applicant,  
and **TRINA SIBBESTON**, 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-

**TRINA SIBBESTON**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 13, 2012

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Trina Sibbeston, respondent

**Date of Decision:** December 13, 2012

### **REASONS FOR DECISION**

The applicant alleged that the respondent had breached the tenancy agreement by failing to report the household income and by failing to pay rent. The applicant sought an order requiring the respondent to pay the alleged rent arrears and terminating the tenancy agreement and evicting the respondent. The premises are subsidized public housing.

The applicant testified that the respondent had been requested to report the household income in July, 2012. A notice was provided in evidence. The applicant stated that they had been provided with the respondent's Child Tax Credit information but had not received any other income information. The applicant stated that they had reason to believe that the respondent received other income during that period.

The applicant has applied the full unsubsidized rent for the months of July to December, 2012 due to the respondent's failure to report the full amount of the household income. A statement of the rent account was provided in evidence which indicated a balance of rent owing of \$8135.

The respondent acknowledged that she received other income since July, 2012 and stated that she had simply been negligent in providing the information.

The application of the full unsubsidized rent when the income information provided is incomplete is tantamount to a penalty which is prohibited by the *Residential Tenancies Act*. The

applicant should have assessed the rent on the information provided. However the failure to report accurate and complete income information is a breach of the tenancy agreement. Rent geared to income is a basic principle of the public housing program and failure to report accurate income information is, in my opinion, a serious breach. Termination of the tenancy agreement is a reasonable remedy.

I find the respondent in breach of her obligation to accurately report the household income. I shall not order any payment of rent or issue an eviction order at this time but shall order the termination of the tenancy agreement on January 15, 2013 unless the respondent complies with her obligation to accurately report the household income from July 1, 2012 to present. The applicant may apply for the payment of any resultant arrears after the re-assessment of the rent for that period.

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Hal Logsdon  
Rental Officer