

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

**ANDREA ZOE**

Respondent/Tenant

**EVICTON 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 772 Bigelow Crescent, Yellowknife, NT on January 5, 2012.

DATED at the City of Yellowknife, in the Northwest Territories this 15th day of  
December, 2011.

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Hal Logsdon  
Rental Officer

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

**ANDREA ZOE**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:** December 14, 2011

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

**Appearances at Hearing:** Ella Newhook, representing the applicant  
Andrea Zoe, respondent

**Date of Decision:** December 15, 2011

**REASONS FOR DECISION**

This tenancy agreement was terminated on November 30, 2011 by notice of the landlord pursuant to section 51(5) of the *Residential Tenancies Act*. The respondent remains in possession of the premises.

The notice of termination states two grounds for termination; failure to pay rent and failure to report all occupants residing in the premises. In my opinion, if a landlord has reason to believe that a tenant is not reporting an occupant and the tenant denies that the person is an occupant, it is incumbent on the tenant to provide proof that the suspected occupant resides elsewhere. In my opinion, the termination of the tenancy agreement and eviction of the tenant on these grounds alone is only justified if the landlord demands such proof and the tenant refuses or fails to provide it. In this matter, there is no evidence that the applicant demanded proof of residence for the alleged occupant.

In my opinion, the eviction of the respondent is justified only on the grounds of non-payment of rent. An eviction order to be effective on January 5, 2012 shall issue.

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Hal Logsdon  
Rental Officer